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U. P. STATE RECORDS SERIES

Selections from English Records No. 1

BANARAS AFFAIRS

(1788-1810)

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राज्य संग्रहालय, लखनऊ

VOLUME I

General Editor :
G. N. SALETORE,
M. A., Ph. D.,

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PREFACE

Included in this volume are the despatches of the Governor General, Residents at Banaras and Lucknow, officials and other distinguished personages, appertaining to the history and administration of the Province of Banaras. Ranging from 1788 to 1810, the entire correspondence is arranged into four parts. The first relates to the Imperial Mughal Prince Jahandar Shah and his family at Banaras. In the second part is an account of the beginnings of the Judicial system. The next part deals with trade and commerce. And the fourth part contains the main aspects of the revenue administration of the country.

JAHANDAR SHAH IN EXILE

The records concerning the Banaras branch of the Mughal dynasty, are published here for the first time. These, supplemented by the English and Persian correspondence of the National Archives of India, the contemporary Maratha newsletters of Mahadji Sindhia and others, Khair-ud-din's *Ibratnamah*, Munna Lal's history of the first 13 years of Shah Alam's reign, and Ghulam Ali's *Imad-us-Sadat*, as also the Akhbar Deorhi of Jahandar Shah (10 April to 10 December, 1785) preserved in the Central Record Office, Allahabad, provide materials for a complete history of Jahandar Shah and his heirs.

Jawan Bakht Jahandar Shah, eldest son of the Mughal Emperor Shah Alam II, was born about 1740. Twenty two years later, when the Emperor was a fugitive at Allahabad, and Delhi was occupied by Visaji Krishna, Jahandar Shah acted as the Maratha Deputy in his father's restoration at Delhi. During the dispute between Shah Alam and Majd-ud-daula on the one hand and the Mughal Generalissimo Afrasiab Khan on the other, the disgusted Crown Prince, with British connivance, escaped from the Delhi fort, on the midnight of 14 April, 1784, and went via Rampur to Lucknow. On 9 May, 1784, Governor Warren Hastings and Nawab Vazir Asaf-ud-daula received him at Mohan, 18 miles from Lucknow, presenting him with a guard of honour and costly gifts. The British then alloted to him the revenues of the Khalsa Mahals of Kara, Korah and Prayag. Sadashiv Malhar Bakshi, Vakil of Sindhia to Hastings, was appointed by Hastings on a salary of Rs. 1,500/- P. M. to manage his affairs. Afraid of the political complications of the Prince's departure, Afrasiab Khan and through him the Emperor wrote to Jahandar Shah to return forthwith. Major James Browne was deputed by the Emperor to Lucknow, with letters to the Prince, Warren Hastings and the Vazir to negotiate the Prince's return. But this mission proved fruitless. Later, Warren Hastings also induced the Prince to return. Afrasiab Khan and Jahandar Shah ultimately reached an agreement by which the latter was granted Rohtak and Singhania Districts. But when the Prince reached Farrukhabad, en route to Delhi, news arrived of Afrasiab Khan's murder at Fatehpur. Jahandar Shah was now summoned by Shah Alam. But his resources were negligible. Warren Hastings had hurried to Calcutta. Moreover, instead of giving military aid, the British referred him to Sindhia, who offered his own terms. At this time, the Resident at Lucknow and the Vazir decided that, as the Emperor was already in Sindhia's power, the Crown Prince was safer at Lucknow. In this predicament, Jahandar Shah enjoyed the Vazir's hospitality, participated in royal hunts and made pilgrimages in Avadh.

After the fall of Ramgarh (Aligarh), about February 1786, Jahandar Shah's relations with Asaf-ud-daula became strained. One reason for this lay in the question of the Nawab's disbursement of the Prince's Peshkush (stipend), stipulated by the British at three lakhs of rupees (out of the Khalsa Mahal revenue). The other reason, though not found in the despatches, is mentioned by Abu Talib: "As he had a political connection with the Wazir, a close intimacy also sprang up between them, but this intimacy was destroyed by the Prince's youthful follies, one of which was his marriage with two women of the town". (Talib, *Tafzihul Ghafilin*, p. 80. Trans. by W. Hoey, Allahabad, 1885). In 1787, when the Vazir proceeded to Fyzabad, the Prince suddenly departed for Banaras and began to reside in the Madho Das Gardens. The annoyed Vazir was, with great difficulty, induced by the British to remit the Peshkush at Banaras.

In September, 1787, when Ghulam Qadir interfered in the Delhi affairs, the Emperor again summoned Jahandar Shah. Lord Cornwallis, during his visit to Lucknow, made an attempt to remove the misunderstanding between the Prince and the Nawab, but in pursuance of the policy of non-intervention, military aid was not extended. On the other hand the Prince was advised to follow his own plans for the restoration of his father's fortunes. His success would gratify his friends, while his failure procure him an asylum in British territory. For prosecuting his designs, Jahandar Shah asked from the Nawab a loan of five lakhs, but obtained instead only one lakh. On 8 December, 1787, Jahandar Shah reached Delhi. But, on discovering that he was plotting to seize the throne, Shah Alam, after 13 days, relieved him from important duties, appointing him as the Subahdar of the unconquered Agra Province. Ismail Beg, at Agra, refused any help, while, in the Doab, Ghulam Qadir tried to capture him. Having gained his wife and children from Delhi, the crest fallen Prince then proceeded towards British territory and from Farrukhabad, on 23 February, 1788, he apprised the Governor General and the Vazir of his failure. The latter, unwilling to entertain him, recommended to the British not to give him an asylum in their territory. But Lord

Cornwallis, having committed himself to help the Prince, advised the Vazir that the question of his Peshkush could be negotiated later. The Prince agreed to the Governor General's proposal to reside at Rajmahal.

At this time the Vazir requested the Company to remit the Peshkush for Fussily 1195, promising to pay it early in the next year. He was still averse to accede to Jahandar's wish for a reconciliation. But the Resident at Lucknow prevailed upon him to agree to the proposal "to save appearances."

On 11 April, 1788 the Prince was encamped at Mianganj. He preferred Anupshahr, Farrukhabad or even Calcutta to Rajmahal and was anxious to interview Lord Canning to settle this point. He also proposed spending the summer till the rains at Mianganj, Farrukhabad or Kanpur. Earlier he had expressed a choice for the vicinity of Chunargarh. He vehemently protested against a move to curtail his Peshkush in view of the increased expenditure of his family. He had summoned his maternal uncle, Akbar Ali Khan, Nawab Saiyid Mukarram-ud-daula, to make a fresh attempt for a reconciliation with the Vazir. Jahandar Shah revealed these facts to E.O. Ives, the Resident at Lucknow, in a conference held on 11 April, 1788. That evening he returned the visit of Ives and announced that he would interview the Vazir at Lucknow on the plea that " if he had an opportunity of enquiring in person into the reasons of the Nawab's anger, it would be very easy to satisfy him that no sufficient cause had been given ". Reaching Lucknow at midnight on the same day, accompanied by one Sawar he straight away proceeded to the palace and was almost knocked down by the challenging sentry before identifying himself. The Vazir, who had retired to rest, immediately came out on hearing of his arrival, presented him Nazr and accommodated him in the royal Garden House at Gau Ghat. On the morrow, the Vazir and his courtiers paid him their respects. The Vazir was all attentive, but referred him on points of business to the Resident, fully deciding not to allow the continuance of the Prince and his family at Lucknow. The Vazir, whom Ives met on the same day, was ill-humoured and charged him as being the encourager, if not adviser of the Prince's visit. The Minister, Haider Beg Khan, also attributed it to some ill advisers in the Prince's camp. Despite this, the Vazir gave the Prince a grand reception, treating him with every attention due to his rank. However, on 16 April, 1788, the Vazir left for Fyzabad, probably to vindicate that, whatever may have been done to save appearances, he was not cordially reconciled to the Prince and that the latter should expect nothing more than what decency may absolutely warrant. Two days later, accepting his monthly stipend of Rs. 25,000/- from Ives, the Prince also left Lucknow and proceeded to Banaras.

In the Governor General's despatch, dated 22 April, 1788, addressed to E.O. Ives, his policy towards the Prince is clearly enunciated. He desired that

Jahandar Shah should speedily go to Rajmahal without halting at Banaras, as the Prince's vexatious exactions from the people were proving embarrassing. Again, his residence in any part of the Vazir's dominions, especially at Kanpur, Farrukhabad or Anupshahr would encourage the continuance of his communication and intrigue with different parties then struggling for power in Delhi, which produced no benefit to the Prince, but violated the British policy of strict neutrality. The Prince's residence at Calcutta or in the Province of Banaras was excluded, due to his bigotry, as well as the insulting behaviour of his followers towards the Hindus. His desire to visit Calcutta was considered an excuse for obtaining increase in his stipend or for political interference in his behalf. In view of this, the Governor General advised the Prince that until the affairs of his family improved, he ought to "lead a private and economical life". At the same time it was decided that his further solicitations for pecuniary help were to be rejected, his forced contributions (for Khilats, travelling charges etc.) discouraged and the amount so far advanced to him recovered in reasonable instalments. Instead of proceeding direct to Rajmahal, he could stay at Sahasram, for the rains. But his sojourn at Banaras was not advocated. The negotiations about the Prince or Emperor were to be speedily concluded, as they were interrupting the arrangement of the Commercial Treaty.

In the despatch, dated 10 April, 1788, the Governor General had informed Ives that when the Prince's programme to Rajmahal was settled, orders would be issued to the Collectors of the districts through which he was passing, to pay him the required courtesy. The Prince was about to start for Sahasram, when W.A. Brooke, the Collector of Shahbad, informed the Resident at Banaras that the building at Sahasram, intended for the Prince, was unsuitable as a residence during the rains. The Governor General thereupon directed Jonathan Duncan to accomodate him at Banaras. On 12 May, 1788, Duncan informed the Prince accordingly. The Prince also agreed to refer any disputes between his followers and the public to the arbitration of the Magistrate of Banaras, Nawab Ali Ibrahim Khan or the Resident.

Jahandar Shah took up his residence at Shewalla. His scheduled visit to the tomb of one of his wives at Chunar was delayed for two days owing to the indisposition of his principal Begum. On 31 May, 1788, he went to Chunar and returned the same evening to Banaras, where he suddenly fell ill. Francklin has described his end thus : "Towards midnight he grew worse ; and though every assistance was afforded him, both by his own and European physicians, it proved of no avail. At the dawn of day he arose, and in great agitation proceeded to the apartments of his favourite concubine, where, on his arrival, he called for an infant child who was asleep ; but before the child could be brought, he was attacked with violent spasms, and during a short interval from pain, had just sufficient time to dictate a letter to the British

Governor General, recommending his family to the protection of the English nation, which being finished, he expired quietly a few minutes after in the forty eighth year of his age" (W. Francklin, *The history of the reign of Shah Aulum*, pp. 162-161. London, 1788). The infant mentioned above was perhaps Khurrum Bakht. According to Abu Talib, Jahandar Shah died of cholera.

THE SUCCESSORS

Subsequent to the death of Jahandar Shah, the affairs of his family chiefly centre round the financial adjustments, contest for superiority among the heirs and the normal seraglio politics.

Jahandar Shah's survivors were his principal wife Qutluck Sultan Begum and a younger one named Jahanabady Begum. The former had a little son Khurram Bakht. There were by different mothers two other sons, Shukhufta Bakht (Mirza Hajy) and Muzaffar Bakht, of whom the former was adopted by Jahanabady Begum and the latter by Qutluck Sultan Begum. The division of Jahandar's succession and the amount of the family stipend soon became a bone of contention between these several claimants.

In a condolatory letter, dated 7 July, 1788, Lord Canning had recommended Qutluck Sultan Begum the prudence of repairing with her entire family to the presence of Shah Alam.

In the same month the Magistrate of Banaras forwarded to Duncan an account of Jahanabady Begum's establishment with the proposed retrenchment therein, as well as for the general establishment of the Banaras royal household.

On 31 July, 1788, Shukhufta Bakht represented to Duncan his difficulties and grievances due to the preferential treatment meted out by Qutluck Sultan Begum. On the next day Duncan heard both versions in the Shewalla palace, in the presence of the Magistrate, and agreed to compose their differences. Shukhufta Bakht's design of withdrawing himself from the British was reported by Ives to Duncan on 5 August. But only three days later, that Prince himself wrote to Duncan of his happiness under British protection, "more especially in the present situation of affairs at Delhi". The Governor General had advised the return of the family to Delhi after the rains. But, in view of the altered "situation of things" in Delhi, they blessed themselves for their safe prospects at Banaras and even Shukhufta Bakht was averse to leave it.

Adverting to the shocking indignities to which the Emperor Shah Alam and his dependants were just then daily exposed by Ghulam Qadir, Ives wrote to Duncan as follows on 11 August, 1788: "It may indeed be more for the interests of that part of the Royal family which is at Banaras that the present usurpation should continue, since it can hardly be supposed that our Government could be prevailed upon to give them up to a professed enemy, however it might think itself bound to restore them at the requisition of a parent and acknowledged sovereign".

On 16 August, 1788, Shukhufta Bakht, after an interview with Duncan, peremptorily left for Lucknow, on the plea that the proposed settlement of his allowance and the domestic divisions between him, Qutluck Sultan Begum and Mukkarram-ud-daula were not acceptable to him. He justified his cession on detailed grounds, adding with exaggeration that the Vazir had called him to Lucknow, a fact which was later denied by the Vazir. Upon his departure, Duncan ordered the Magistrate of Banaras to prepare a legal inventory of the effects of Jahandar Shah, so that an account of the same could be sent to Shah Alam and Prince Shukhufta Bakht.

About October, 1788 Qutluck Sultan Begum removed Mukkarram-ud-daula from his management of the family affairs.

On 9 October, 1788, Prince Muzzafar Bakht, second son of Jahandar Shah, applied to Duncan for a separate establishment, stating that Nawab Mukkarram-ud-daula encouraged the dissensions between himself and Qutluck Sultan Begum and that the latter did not treat him on parity with her own son Khurram Bakht. Duncan recommended to Qutluck Sultan Begum that Muzzafar Bakht could not be compelled to return to her, but he could reside in Shewalla in the portion occupied by Mukkarram-ud-daula or in a separate house rented by the latter in the city. Mukkarram-ud-daula thus placed himself at the head of Muzzafar Bakht's establishment by "a stroke of seraglio policy .... without however appearing much in the measure that have effected it." However it was reported that he intended to take the prince to the Deccan.

JUDICIAL SYSTEM

Prior to the cession of Banaras to the E. I. Company, the administration of justice in the Province, subject to the Raja's control, was entrusted to the Amils or native collectors of revenue, who exercised their powers mostly by unwritten customary laws.

In 1781, Warren Hastings established three distinct departments for the police, criminal and civil jurisdiction and placed the entire machinery under the control of a Chief Magistrate, Nawab Ali Ibrahim Khan, subject to the immediate orders of the Governor General in Council. Subordinate to the Chief Magistrate was a Naib or Deputy.

The police establishment (Faujdari) consisted of a Kotwal, 200 peons and watchmen, 40 officers, writers and servants of various grades. The Criminal Court consisted of a Darogah, 3 Maulvis, 40 peons, 21 writers, officers and servants. The Darogah and Maulvis were required in every trial to submit their proceedings to the Chief Magistrate, who after due consideration, returned them with his warrant for carrying the law into execution. The establishment of the Civil Court consisted of a President or Darogah, 3 puisne judges or Munsifs, 2 Maulvis, 2 Pandits, 74 officers, writers and servants. This Court was invested with the jurisdiction for trial in all cases of a civil nature. In suits of a higher value, an appeal within a month was allowed to the Chief Magistrate.

In September 1786, Lord Cornwallis became the Governor General. The reform and regulation of the management of the Province of Banaras began to engage his serious attention, as the system established by Warren Hastings, was not working satisfactorily. After his visit to Banaras, in September, 1787, Jonathan Duncan, Secretary to the Public Revenue Department, was appointed as Resident, in the place of the previous incumbent. Duncan, keeping in view the Government intention of appointing Judges on behalf of the E. I. Company, in the towns of Ghazipur, Jaunpur and Mirzapur, nominated Maulvi Omar Ullah as Judge and Magistrate of Ghazipur on 27 January, 1788; Mufti Karim Ullah Khan as Judge for Jaunpur and its subrubs on 1 March, 1788; and Lala Bakshi Singh for Mirzapur on 31 March, 1788. These Judges were sworn in the customary way, the Raja of Banaras being present, invested with Sanads and provided with adequate establishment.

Procedures for the above Courts were also laid down. The Judges were to issue summons to the defendants for Court attendance, hear cases of a purely civil nature (e. g. property, mortgages and debts) and deliver judgment according to the Koran (for Muhammadans) and the Shastras (for Hindus). For criminal cases (e. g. murder, robbery, theft etc.) they were to adjudge according to the law of the Koran and pass the sentence (Fatwah) up to 20 stripes or a month's imprisonment, after referring the case to the Resident. But for cases requiring more severe punishment, they were to forward a copy of the trial to the Resident and deliver sentence with his approval. The Kotwals were also instructed to take appropriate measures for apprehending culprits in their jurisdiction and punish them accordingly.

The Judges were to maintain regular proceedings with specification of the date of receipt of each application and the proceedings and decision thereon, copies of which were to be forwarded monthly to the Resident duly sealed. Their acceptance of illegal presents, in cash or kind, voluntarily or otherwise, was prohibited, with the proviso of exemplary punishment for those found guilty. Again, they were not to interfere in any respect with the business of revenue or Custom House. They were also to prevent the sale of spirituous liquors in their jurisdiction.

Regulations for entertaining appeals in the Court of Appeals at Banaras were also framed. In respect of appeals from the decision of the Judges of the Courts, Government authorised the Resident to hear them in all civil cases within two months after decision and in cases of action up to Rs. 1,000/- his judgment was declared final. But in cases exceeding that amount, the parties were allowed to appeal against his decision to the Sudder Dewani Adalat under the prescribed restrictions of the administration of justice in the Company's territories.

In the trial of prisoners, it was decided that for cases of a capital nature pending before either Court, the prisoner was entitled to be tried as per the established form of laws. On passing the sentence, the Judge had to transmit a copy of his proceedings to the Resident, who was empowered to suspend the execution if he found the evidence against the accused insufficient and the trial had not been conducted according to law. If the proceedings were approved by the Resident, he intimated to the Judges accordingly for enforcement of the execution of the sentence.

TRADE AND COMMERCE

The despatches in part three reflect the policy of the East India Company in regard to the trade with the Dominions of the Marathas, the Vazir and the Raja of Nepal, as also the measures adopted for improving the internal commerce.

With a view to develop the commerce with the Maratha country, on 15 August, 1787, the Supreme Government asked for a report from the Resident in Council at Bombay. His reply being insufficient, the Government directed C. W. Malet, the Resident at Poona, to prepare a memorandum on the subject with details of imports from Europe and articles of Indian manufacture. Malet's report was submitted on 8 August, 1788. But the matter was thereafter dropped, as his recommendations were unfavourable. However Malet's report gives a good account of the Maratha trade with the East India Company and others. The statistical portion of this report, eschewed in the proceedings of the Resident at Banaras, is available in the Home (A) Department's Public Consultations, Nos. 25 to 30, 22 April, 1789, preserved in the National Archives of India.

The commercial relations between the Provinces of Banaras, Bengal and Bihar and other parts of India were considerably influenced by the regularity of the revenue from Banaras Customs duties. Considering this, Jonathan Duncan proposed some reforms for this purpose. Insistence of the Vazir's parwanahs on all imports from his country was essential. Again, in the mart of Mirzapur, the Customs Master was charging a varying duty on saltpetre imported from the Vazir's country, in contravention of the scheduled rates.

Relief on the valuation price of cotton to the Deccani and Bundelkhandi merchants settled in Mirzapur, and their restitution for losses of merchandise by theft, were imperative. The Amils could not be made responsible for all these losses by theft on Mirzapur trade, as the value of these losses exceeded their profits as Amils and they were also prohibited from collecting duties in such commerce. In order to safeguard this trade, Jonathan Duncan established a regular line of Zamindari Chowkidars from the Western frontier up to Mirzapur, and for the same way on the opposite side of the Ganges, making them responsible for all losses by theft or robbery in their jurisdiction. These Chowkidars were paid monthly wages.

In December, 1795, Jonathan Duncan prepared a draft code of the Custom House Regulations for Banaras based on the previous code of March, 1788 and other subsequent orders of Government.

The Governor General's issued orders on 23 May, 1794, on the question of farming land to Europeans, especially for indigo cultivation.

A Government notification was published on 19 February, 1790, specifying penalty for contravention of opium regulations, and copy thereof sent to the Adalat of Banaras City and to the Moolky Adalat for guidance in cases of complaints by the contractors. The Governor-General in Council also regulated the conditions under which contracts were made for the provision of opium in Bengal, Bihar and Banaras.

Trade with Nepal was also developed. An interesting account of the state of export and imports from Nepal is available. In order to establish full commercial reciprocity with Nepal, the Resident at Banaras started in 1791 negotiations with Raja Ran Bahadur Shah of Nepal and submitted a draft treaty for Government approval.

Standardising the ever varying weights and measures of the Province of Banaras was yet another innovation of Duncan. For this purpose he obtained reports on the weights from the Magistrates of Banaras, Mirzapur, Ghazipur and Jaunpur.

REVENUE ADMINISTRATION

On the suppression of the rebellion of Raja Chait Singh, in 1781, the fixed revenue or tribute paid to the E. I. Company by the Raja was enhanced from 22 lakhs to 40 lakhs per year. As the next Raja was a minor, the administration was vested in the Resident at Banaras, assisted by the Naib or Deputy of the Raja. For the next 7 years the Amils or native sub-collectors were allowed to disregard the rule prohibiting them from making collections in the first three months of the rainy season and they were permitted to increase the cesses from 9½ to 16 per cent. The adverse consequences of this system soon manifested themselves. Year after year the fallow land increased, wells fell into disrepair, cultivation became extremely careless and the revenue assets sharply declined.

When Duncan became the Resident in 1788, he turned his attention to remove these defects. On 20 November, 1788, he ordered the conclusion of a 4 years settlement with such of the village Zamindars and Pattidars instead of the farmers who previously held possession through the farming system or claimed it as hereditary right. In July 1789, orders were issued for a 10 years settlement of the parganah of Ghazipur and grant of leases to village Zamindars. This was afterwards extended to the entire Province of Banaras. In 1794 this settlement was declared as perpetual. A form of lease and agreement was prescribed compulsorily for every lessee of an estate of the perpetual settlement.

In the next five years, Amins were deputed annually into the interior during June and July to distribute to the Collectors leases at the 1187 Fussily rates. An undertaking was taken from lessees for ensuring the recovery of the balance of the amount of the proprietary engagements made earlier.

The records included here pertain to the 4 years and 10 years settlements concluded during the period under review.

Allahabad.
March 20, 1955.

G. N. SALETORE,
Keeper of the Records,
Government of U. P.

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PART I

PRINCE JAHANDAR SHAH AND HIS SUCCESSORS.

1. E. O. Ives, Resident at the Vizeer's Court to the Right Honourable Charles Earl Cornwallis, Governor General in Council. Lucknow, April 12th, 1788.

* * * *

I have now the honour of submitting to your Lordship the particulars respecting the Prince Jehandar Shah.

It may possibly have appeared surprising to your Lordship that the Vizeer has chosen to reduce his Royal Highness's paishcush after the information I gave you in my letter of the 28th Ultimo that the Minister with whom I was directed by your Lordship's letter of the 10th Ultimo to have a confidential coversation on the subject, had "seemed very willing to restore the former stipend." In the same letter, however, I gave your Lordship sufficient reason to conclude that it would not be without some difficulty, that the Vizeer himself could be brought to give his assent in favour of one for whom he seemed to entertain an implicable resentment. It was the Vizeer's displeasure, and not his inability (which though once curiously mentioned by himself, was never by the Minister) that appeared to be the obstacle. I therefore deemed it impolitic, as well as unnecessary, to enter into a confidential communication with the Minister respecting the latitude, which I was allowed for diminishing the amount, for I will not attempt to deceive your Lordship into a belief that my influence on the Minister is such as to induce him to place on me a sincere and unreserved confidence on money matters, and I do not believe it to be in the power of any man, whose conduct is known to be guided by public motives, to obtain such an influence. The most that can be done is to convince him that one is inclined to befriend him as far as prosperity will admit, to hear with candour such reasons as he may have to offer, and to adopt his mode of thinking when it appears to be just.

On these principles when Haider Beg signified to me that he had no objection to renew the former stipend, I did not think it right to let him know your Lordship would assent to a diminution of it. But when the Vizeer, after a great deal of persuasion, signified his consent to the paishcush but proposed only two Lacs of Rupees, I then found it necessary to communicate to him your Lordship's opinion that less then 25000/-per month or Three Lacs per annum, was inadequate. Of this the Vizeer was brought to approve (tho' stipend to commence from the month of Cheyt). But in talking with the Minister afterwards in regard to the punctuality of the payments, he informed me that the state of his Excellency's finances would by no means allow of his paying any thing during the six remaining months of the Fussilee year 1195, but that if your Lordship would order it to be advanced from the Company's Treasury to that period, it should be thence forward regularly paid and the arrears due at the beginning of 1196 should be discharged in the course of that by equal instalments.

Having expressed my apprehensions of your Lordship's not approving of so tedious a mode of reimbursement of the money to be advanced by the Company in 1195, he at lenth consented to its being wholly paid in the beginning of 1196 and to this I have signified to him my hopes that your Lordship may give your assent. I must add however, that in the shooka which the Vizeer has written, me on the subject, and which I thought it necessary to request as a voucher, he says the money on account of 1195 shall be paid in Augun 1196 "either in cash or by Bills", which last is in fact, as the bills are usually drawn at 91 days after sight, reserving to himself the power of delaying it for upwards of three months longer. I did not choose to appear too importunate on this subject, but if your Lordship should disapprove of the last mentioned clause, I have no doubt but the Minister will agree to the payment being made in cash only. I should suppose also that he would (should your Lordship think it worth while to desire it) consent to 3 Lacs fixed for the stipend, being considered as Calcutta siccas, they being the current coin of the country where His Royal Highness is to reside. In the Vizeer's shooka to me the species of Rupees is not particularised, but I conclude that Lucknow siccas are intended. It is also necessary for me to inform you that in the shooka the Vizeer has written me on the subject, he expresses a wish that your Lordship may in consideration of his great expenses, be brought to think that two Lacs as first proposed by him, are sufficient but as he has in the same shooka authorized me to communicate to His Royal Highness the establishment of the Three Lacs, I conclude that His Excellency has no expectations of your Lordship's concurrence on that head.

Having obtained the Vizeer's consent to the main point, I again ventured to touch on the Prince's wish for a reconciliation. But to this I found His Excellency continued exceedingly averse. So far however I succeeded, as to persuade him to send by me an answer to the shookas he had received from His Royal Highness, together with the customary nuzzer, and having thus prevailed on him to do what was necessary to save appearances, I thought it best to be satisfied. I lost no time therefore to repair to the Prince at Meean Gunge, where I arrived yesterday morning before day light. I delivered to his Royal Highness your Lordship's arzdausht, and explained to him all the particulars mentioned in your letter to me of the 10th Ultimo.

His Royal Highness was not all pleased with Rajemahal for his Residence. He said it was a deserted place and quite out of the world, and would have preferred Anoopshahir, Farrukhabad, or Calcutta. I said every thing, I could in favour of Rajemahal, but he by no means appeared satisfied. However, he repeatedly said that he should comply with your Lordship's wishes, but must have a personal interview in Calcutta to which proposal he could obtain your consent long before he could get to his journey's end.

He expressed very great dislike to undertake so long a journey at this season of the year, some times he proposed staying where he was, at Meean Gunge, some times at Furrukhabad and sometimes at Kanpur, till the rains were over. This I opposed, to the utmont of my power, observing that your Lordship had particularly expressed your wishes for him to make as little delay as possible, and that as it was not without very great difficulty, the Vizeer had been persuaded to consent to what had been already obtained of him, it appeared to me to be no means proper, nor could I help thinking it would be very disagreable to your Lordship to give His Excellency further trouble. He then talked of going down himself, but leaving his family behind. This I opposed likewise on nearly the same principles, but took advantage of a proposal he had once half made of remaining in the neighbourhood of Chunar Ghur till after the rains, to recommend his proceeding with his family without delay towards that place and to write to your Lordship on the subject as he might expect to receive your answer before his arrival there, observing at the same time that as there were certainly less objections to his being in the Company's Territories than in those of the Vizeer. It was possible your Lordship might, in consideration of his case and convenience, consent to his remaining for some time in the vicinity of Chunar.

The diminution in his Paishcush he was very much dissatisfied with. He said it hardly sufficed for his expense before, and that now he had brought his family and three children with him it ought to have been increased in stead of curtailed. I referred him entirely (as I was instructed to do) to your Lordship for an explanation of this matter and informed him that I had brought a supply for his immediate expences on his journey 15,000 rupees and on his objecting to the smallness of the sum proposed sending him 10,000 more. He said that if this was offerred him on account of the Paishcush which had been proposed to be established for him, he should decline it, but if merely for his travelling expenses, he would accept of it. In reply to this I told him I should content myself which taking a receipt for so much money in general terms, and leave the rest to be settled afterwards with your Lordship. This I was the more ready to do as I am myself doubtful whether your Lordship meant the money, I was authorised by your letter of the 10th Ultimo to advance should be exclusive of the stipend or not.

But the object which His Royal Highness appeared both from his former Shookas, and from his present conversation to have most at heart (because doubtless he expected the accomplishment of all his other wishes to follow of course) was a reconciliation with the Vizeer. It was for this he had sent his uncle Akbar Ali Khan from Farrukhabad, and had written several times since. He now also renewed the subject, but I told him plainly that from all I had been able to learn of the temper the Vizeer was in, I was convinced it was impracticable at present and that as I conceived any further attempt would be highly disagreeable to His Excellency and would in all probability only tend to make things worse, I wished him to postpone all further thoughts of the matter.

The conference was finished without His Royal Highness's coming to any final determination on the points in question, but he promised to communicate to me his resolutions when he should come to my tent in the evening to return the visit.

When he came according to his promise he contended himself with telling me that he should entirely conform to your Lordship's wishes but that he was determined to make one trial in person to bring about a reconciliation with the Nabob Vizeer. That for this purpose he would set off immediately for Lucknow in order to take His Excellency by surprize, and that he had no doubt but if he had an opportunity of enquiring in person into the reasons of the Nabob's anger, it would be very easy to satisfy him that no sufficient cause had been given. This I opposed on the same ground I had taken in respect to his proposal to continue in the Vizeer's territories, and added that it would be a kind of force used on the Nabob which I could not help thinking was improper and would not be approved of by your Lordship. His Royal Highness, however, was deaf to every thing I could urge. He attempted repeatedly to bring me over to his way of thinking, but I replied that I could not help continuing in the same opinion, I had already declared, and that I must beg to be excused having any concern in the matter.

On taking leave of me His Royal Highness set off immediately for Lucknow, and I thought it proper to follow him about an hour after. In my way I was met by a shooter sowar, with letters from the Vizeer and Hyder Beg Khan informing me that the former had at length in consideration of my wishes consented to pay his personal respects to the Prince on his arrival at Biddenore, three or four koss from Lucknow and requesting that I would accompany His Royal Highness thither. On my arrival at Hyder Beg Khan's at about one o'clock this morning, I found that these letters had been written in consequence of some conversation he had had with His Excellency after my departure. I learnt also that the Prince, who had arrived an hour or two before me had seen the Vizeer and had been conducted to His Excellency's Garden House at Gou Gaut, His Royal Highness, as I am since informed, arrived at Lucknow before midnight. He went immediately to the Palace, accompanied only by one horse man, and was near being knocked down by the sentry before he discovered himself. On being told of the Prince's arrival at the gate, the Vizeer who was retired to rest, immediately came out, presented his Nùzzer and directed him to be accomodated at the House above mentioned and this morning His Excellency, the Ministers, and the other attendants of the Court paid him their respect.

The Vizeer means, I find, to show His Royal Highness every mark of attention and respect during his stay, but has referred him on all points of business to me, as one who is commissioned to acquaint him with your Lordship's and His Excellency's joint determination, and he is resolved not to consent to the continuance either of himself or his family here, a resolution from which as I conceive it to be conformable to your wishes. I shall not be instrumental, without further instructions from your Lordship in diverting him.

I have the honour to be with the highest respect.

2. Extract of a letter from Lord Cornwallis to Mr. Ives. Dated April 13th. 1788.

* * *

The Prince had become so capriciously troublesome and expensive when he was with us last, both to this Government and to many parts of the country, that nothing but the prospect of his early departure could have prevented my putting a stop to it before he set out for Delhi. I cannot possibly suffer a repetition of the same sort of conduct, and I shall be extremely sorry to be obliged to say any thing harsh or unpleasing to His Royal Highness on the subject. I wish therefore when his allowance is settled, that you should make him sensible of the difficulties which I have had in obtaining it for him and at the same time inform him explicitly, in as civil terms, you can, that I expect he will follow the example of this Government in an attention to economy, and that he will arrange his family in such a manner that his expenses of every kind may not exceed the monthly allowance that will be allotted to him. He was formerly in a habit of pressing people, cattle and boats, and making most ridiculous and exorbitant charges for Khelauts and other articles. You will explain distinctly to him that there can be no allowance for Khelauts, and that the other practices will not be suffered, and if he values my friendship, they will not be attempted.

When all is settled, I should wish that he would proceed to Rajemahal with all convenient expedition and I will by no means have him think of stopping at Banaras.

3. Translation of a letter from Prince Jehandar Shah.

* * *

Today being the 22nd. of the present month and a Tuesday, we arrived at Singra Mau. Heretofore 2 letters from us were sent to you one thro' Edward Otto Ives, Esquire, the other thro' Abdul Ruheem Beg, but we have not seen any answer of your's. At present our Royal letter is issued to you by a camel-rider. It is proper that you speedily represent to our August Presence on what manner the place ordered in our former notices has been cleaned and prepared that we may incline to that quarter quickly. Let an arzee be written with the state in which that place is prepared to our Royal Presence.

4. Resident's answer to the Prince.

* * *

Your Royal Commands having arrived at a happy time have greatly honoured and elevated me. In regard to your Royal Highness's Commands for clearing and preparing the place for your putting up, the intentions of the Governor-General have so far come to my knowledge that your Royal Highness were not to make any halt or delay at Benares but to proceed to Raje mehal. Wherefore I did not see occasion either to prepare the place or to put out the Nabob Dil Diler Khan who now lives at Shewalla. Neither have I received any intimation to that effect from Calcutta. Because his Lordship considers it as certain that your Royal Highness will instead of making any halt here honour within the time that would thereby elapse Raje Mehal with your Presence.

Read a letter from the Raja in answer to the order to him of the 28th about Radha Kishen saying that he had to satisfy Radhakishen ...... given him at Kulb Ali's request a present or Khelaut of a Doshauleh and written to Seetaram the Abaudy Amin not to interfere with Radha Kishen's Department.

5. Mr. Ives to the Prince Jehandar Shah, sent the 14th. April 1788.

* * * *

I have repeatedly represented that it is Lord Cornwallis's desire for your Royal Higness to proceed without delay with your dependants and family to the Company's Territories and that it is contrary to his wishes for the Nabob Vizeer to be obliged by compulsion or overpersuation to do any thing he does not like and as it is manifest and certain that His Excellency never will be satisfied with your Royal Highness or your Families continuing here (as indeed I represented to you at Meean Gunge since which he has been still further disconcerted and hurt by your Royal Highness coming to Lucknow). I therefore beg leave to represent that if your Royal Highness have the satisfaction of Lord Cornwallis at heart, your Royal Highness will no more distress His Excellency but will proceed without delay towards the territories of the Company. Nor can I think it advisable that you should wait for Lord Cornwallis's answer; for though his Lordship might give up his own wish for your Royal Highness proceeding immediately to Rajemahal, yet he cannot desire that the Nabob Vizeer should be distressed, or that any thing should be done in opposition to him. If your Royal Highness please, you can write a shooka informing his Lordship of the inconveniences which your Royal Highness' and your family must experience from travelling in the heats, and an answer will certainly be received before your Royal Highness can arrive at Chunar Ghur and it is possible that this Lordship may, in consideration of your case and convenience, pitch upon some place in the Company's Dominion for your stay till the expiration of the hot weather. In case your Royal Highness gives your consent to these my requests, there will be still shown you on the part of the distress Nabob Vizeer every mark of respect and distinction, and there will still remain door open for future reconciliation.

With respect to the wages and hire of coolies and etc. and other travelling charges, I have agreeably to your orders, made due enquiry, but am only able to offer you the 25,000 rupees I before proposed, but as you have not yet signified your acceptance of the Paishcush which has been proposed, your Royal Highness need only give me a receipt for the money, without specifying whether it be on account of the Paishcush, or travelling charges, the particulars to be hereafter settled with his Lordship.

Your Royal Highness must recollect that when you spoke to me at Meean Gunge about coming to Lucknow, I represented to you that it was improper, and on your Royal Higness's persisting in your intention, I told you I could not be answerable for the consequences. The event has been that your journey to Lucknow has increased the Nabob Vizeer's dissatisfaction. I now also represent to your Royal Highness that if any thing should happen contrary to your Royal Highness's pleasure in consequence of remaining here longer, I cannot be answerable for it. May it pleased your Royal Highness it gives me pain to say or write any thing that is not agreeable to you, but what I have done is through necessity.

6. E. O. Ives to the Right Hon'ble Charles Earl Cornwallis, Governor General. Lucknow, April 16th 1788.

* * * *

I had the honour, on the 12th instant of acquainting you with the Prince's precipitate arrival at Lucknow. The next morning I waited on the Vizeer in my way to his Royal Highness and found him in an exceeding ill humour which he vented by accusing me as the encourager, if not adviser, of the

Prince's journey. I was not a little surprized at this alteration in His Excellency who had the day before talked of it as a matter of mirth. The Minister professed to be no less so, but attributed it to some ill advisers he said were about him and also to the information the Nabob had received of the Prince's having manifested an intention of staying here, by choosing a place near the Garden House he resides at for his encampment. For my own part, I attributed it in a great measure to the political motive of making me more eager to accelerate His Royal Highness departure which however I was already sufficiently disposed to do by every means in my power.

When I came to the Prince, I found him the same as at Meean Gunge. He repeated his objections to pursuing his route at this season of the year, the difficulty in getting coolies etc. I reurged the arguments I had made use of before, but without being able to bring him to any determined point, for His Royal Highness, would be continually recurring to the same objections, without paying any regard to what I had said. In reply I judged it therefore best to commit my thoughts to writing and to refer him to that as containing my decided opinion on the business which had been already so fully discussed. I accordingly sent him, the day before yesterday an Arzdausht, of which I have the honour to enclose you a translation. The consequence has been that His Royal Highness has consented to continue his route to Banaras, in the hope however of receiving your Lordship's assent to his remaining in that neighbourhood till after the rains; and he last night signified to me his hopes of being able to set off the day after tomorrow.

I flatter myself that your Lordship will approve the earnestness, with whichs have laboured to induce His Royal Highness to quit the Vizeer's dominions. Exclusive of the insuperable dislike which the Nabob has to his continuance, I conceive it to be your Lordship's opinion that it is politically right for him to be at a greater distance from the scene of action in the Upper Provinces and I am convinced that were he to continue here, and be on good terms with the Vizeer (and to be here on bad terms would be extremely improper on all accounts) he must unavoidably be a constant source of expense which the present state of the Nabob's finances can by no means afford. He has now with him two Begums, three sons and a daughter each of whom must on all public occasions have Nuzzers and presents, as well as himself. The expense of my interview at Mecan Gunge on these accounts, (though I consulted with the Minister to curtail it, as much as propriety would possibly admit of) has amounted to no less than 11,000 rupees. When he is once arrived in the Company's Provinces, it is in your Lordship's power to regulate these matters in such a manner as you may think best, whereas the customs and prejudices of the Country, and the relation in which the Vizeer stands to His Royal Highness, added to His Excellency's natural want of consideration would unavoidably prevent him, were the Prince to remain here, from observing that decree of economy on these points which prudence might dictate.

The Prince's determination to pursue his journey without delay being known, the Vizeer gave him yesterday morning an entertainment, at which he was treated with every attention due to his rank. His Excellency has, however, acted in rather an extraordinary manner this morning, by setting off on a journey to Fyzabad (which had indeed been delayed a day or two on account of the Prince's unexpected arrival) without taking any other leave of His Royal Highness, than merely sending him word just before he set out, that he was going. The Minister says he was also unacquainted with His Excellency's intentions and as for myself, the first idea I had of it was His Excellency's informing me, after a visit of a few minutes, that he was that instant taking his departure. The Nabob's intention in this is probably to shew to the Prince that however His Excellency may have been persuaded to save appearance, yet that cordial reconciliation is very far from having taken place on his part, and of course that he must expect nothing from him but what decency may absolutely require.

I have the honour to enclose your Lordship two Shookas from the Prince to which he expects answers on his arrival at Banaras. In one of them His Royal Highness expresses his desire to have an interview with your Lordship at Calcutta, previous to the final determination respecting his place of residence; but he will doubtless comply with your Lordship's wishes, should you think it proper to repeat your request for his carrying his family to Rajemahal, immediately after the rains, or indeed immediately on his arrival at Banaras, though in the latter case, it would certainly be much against his inclination.

He has also desired me to request that your Lordship will instruct Mr. Duncan to get some place in readiness for him either at Banaras, Ramnagar, Chunar Ghur or some where in that neighbourhood, at the Company's expense and to signify to you the expectation he has of receiving before the end of the rains, an invitation to Calcutta. With respect to the 25,000 rupees also, he wishes to be informed whether they are in part of his Paishcush or exclusive of it and on account of travelling charges, and he says he shall in the meanwhile borrow an equal sum on the pledge of some jewels. On this head, I have only to add that it is in your Lordship's power to determine whether the whole, or part of it, shall be considered as an advance on account of the Paishcush, or otherwise, as your Lordship may think most advisable. But if it should be exclusive of the Paishcush and your Lordship should not mean it to be paid by the Company, I fear I shall find no small difficulty in persuading the Vizeer to consent to it.

I have the honour to be with the highest respect.

P. S. April 17th. The Prince leaves Gow Ghaut tomorrow. The Minister has agreed to supply him with coolies etc. to Banaras the charge of which amounting to between one and two thousand rupees, the Prince has requested he would make it up two thousand to enable him to hire some boats for the conveyance of part of his baggage to which the Minister has assented. His Royal Highness has been paid the 25,000 rupees to day.

7. Lord-Cornwallis to Mr. Ives. dated April 22nd. 1788.

* * * *

I was yesterday favoured with your letter dated the 12th instant.

I have explained myself so fully in my former letter to you on the expediting of His Royal Highness taking up his residence at Rajemahal, and in my letters to the Vizeer and to Hyder Beg Khan on the propriety of His Excellency's making him a monthly allowance of rupees 25,000 that I trust that His Royal Highness and the Vizeer have before now given their final acquiescence on both points.

The great objections against His Royal Highness residing in any part of the Vizeer's Dominions must be apparent to himself. But even should His Excellency be inclined to relax from his resolution on that subject I should particularly object to his fixing himself Kanpur, Farrukhabad, or Anupshahir, because it would facilitate and encourage a continuance of his communications and intrigues with the different parties now struggling for power which could produce no solid advantage to himself and would carry an appearance of connivance on our part, highly inconsistent with that strict neutrality which we have declared it to be our resolution to maintain.

Although for different reasons I shall be no less determined against His Royal Highness residing in Calcutta, and on account of his own bigoted principles, as well as the insulting behaviour of his followers to the Hindoos, I can by no means consent to his remaining even in any part of the province of Banaras. I have no doubt of the Prince's disposition being naturally mild but unluckily there seems to be much levity in his character and little recollection of all the circumstances of his present situation. I cannot therefore flatter myself with the hopes that a mutual satisfaction will be uniform and lasting between us. It will however be my earnest desire that he may never have a pretext to state amongst other grounds for discontent that I have upon any point whatever deceived him. On that account I wish that in your conversations, you should be perfectly explicit with him on the principal subjects which are likely to produce future remonstrances on both sides. On my part I cannot suffer the irregularities of his followers in the Country to pass unnoticed, and I am apprehensive of being solicited by him for leave to come to Calcutta, for increase of allowances and for political interference in his favour. Your own good sense will suggest to you a number of strong arguments in support of the resolutions which we have adopted upon all the above heads, your inclination will lead you to urge them with every possible degree of delicacy and respect. Where he capable of judging properly of his own situation you would find little difficulty in shewing him that until some favourable turn should appear in the affairs of his family the true dignified line of conduct for him would be to lead a private and economical life. But however unsuccessful you may prove in persuasion, I wish you not to be deficient in stating plainly the necessity of his conforming in the most material points. You may explicitly declare, or rather repeat, that as we desire no accession of territory, no consideration can induce us to depart from our system of strict neutrality, and that as the whole of our revenues are allotted to the support of our civil establishments, and for the maintenance of large armies to protect our power and interests in the different parts of India or for the extinction of the enormous debts which we contracted during the late expensive war, all solicitations for pecuniary assistance in any form, whether for Khelauts, travelling charges and etc. or in any other manner will be entirely fruitless, and that his making them can answer no sort of purpose but that of giving one the pain of refusing them. Upon this principal, the money that you have already advanced to him must certainly be on account of his monthly allowance, as being conformable to our general resolution, and as it will tend to convince him that we are determined to abide by it. But as in immediate reimbursement of the whole sum might occasion real distress to him, I have no objection to its being repaid by reasonable instalments from his monthly receipts.

Although I am not perfectly convinced of His Excellency's inability to make the advances himself, I will agree to pay His Royal Highness's allowances from the Company's Treasury for the remainder of the Fussily year 1195, but I shall except to be repaid in money in the beginning of the year 1196, and to prevent altercations upon such trivial subjects with the Prince. But it will be satisfactory to me if Hyder Beg will consent with a good grace, that after his arrival in the Company's territories, his allowance shall be regularly accounted for as paid in Calcutta sicca Rupees.

Although the discussion of the several heads that I have mentioned must be exceedingly unpleasant, the hope of avoiding by that means disagreeable explanations with His Royal Highness in future, had rendered it indispensably necessary. If you find that it will tend to soften the effect of any of our other determinations I will upon one point consent to a little relaxation. Instead of insisting on the Prince's proceeding directly to Rajemahal, I will not object to his halting at Sasseram in Bihar till the rains are over. But I cannot agree to his remaining in any part of Banaras and I wish you to give him clearly to understand, that I shall take no concern about allowances, if upon any pretext whatever, he makes an unnecessary stay in the Vizeer's dominions.

I cannot conclude this letter without expressing my request, that all these negotiations about the Prince or the King have interfered essentially with the public interests by interrupting the arrangement of the Commercial Treaty, and I must request that without being drawn aside by any other considerations whatever, you will give your utmost attention to bring it to a speedy conclusion.

If the Prince should desire to stay at Sasseram during the rains, you will please to give notice of it to Mr. Brooke the Collector of Shahabad.

8. E. O. Ives, Rest. at the Vizeer's Court to Jonathan Duncan, Esqr. Resident at Banaras. Lucknow, April 23, 1788.

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The letter from Lord Cornwallis of which the enclosed is an extract, having arrived too late for me to communicate its contents to the Prince (who left Battaing Ghaut early this morning) I think it proper to make you acquainted with it, and conceive that you will judge it advisable to speak on the subject to His Royal Highness. It will doubtless occur to you that what Lord Cornwallis says respecting the Prince's not stopping at Banaras was written prior to the receipt of my letter on that subject. You will however in all probability receive fresh instructions on this point by the time that the Prince can arrive in your neighbourhood.

Lord Cornwallis, in his letter to me of the 10th Ultimo, directs me on the Prince's pursuing his journey to send intimation of his approach to the Officers commanding at the different stations who will be directed "to furnish escorts to his Royal Highness at Rajemahal." He also directs that "when I know the route he is disposed to take," and "the probable time of his arrival at the principal" places, I will give notice thereof to the Collectors, "that every necessary attention may be paid to him that is due to his rank". The uncertainty which there is at present respecting the length of the Prince's stay at Banaras putting it out of my power to carry these orders into execution, I much depend upon you to do what may be requisite on the subject. He is attended by an escort from Chunar Ghur consisting of two companies of sepoys under the command of Lieutenant William Burton, who is instructed to continue with his Royal Highness till he meets with a relief, which you will I conclude, think it proper to take place on his arrival at Banaras.

I have received your favour of the 2nd instant respecting Cashmeery Mull, and I shall do my best endeavours to procure his attendance on you either to fair means or otherwise in Bysaak.

9. Edward Hay, Secretary to the Government to Jonathan Duncan Esqr. Resident at Banaras. Council Chamber 30th April 1788.

* * * *

I am directed by the Governor General in Council to acknowledge the receipt of your letter dated the 14th Instant and to acquaint you in answer to it, that his Lordship approves your appointment of a Shirestadar and two moharirs, at an expense of one hundred rupees a month to have charge of the country records of the Court of Appeals at Banaras, and of your nomination of munshi Saheb Ram to the office of Shirestadar. His Lordship also approves and authorizes the intention you recommend to the Jurisdiction of the Sadar Adalat by establishing appeals to it from the Town Court.

The Resident having under date the 1st instant been directed by the Right Hon'ble the Governor General to be guided in respect to sending on the Prince Jehandar Shah to Sasseram by the report of Mr. Brooke the Collector of that District as to whether the state of the buildings was such as to admit of the Prince being there accommodated during the rainy season, and the Resident having received yesterday a letter from Mr. Brooke signifying that the Prince could not from the state of the said building be accommodated during the rains at Sasseram and the Resident's further instructions from the Governor General being in such case to let him remain at Banaras, and to accommodate him as well as possible the following address is in consequence written to the Prince.

10. Resident at Banaras to Prince Jehandar Shah.

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As I learn that the Princess the Begum is somewhat indisposed and as your Royal Highness's own health is now also a little affected and having also learnt that the buildings at Sasseram are not in such a perfect state of repair as to be altogether eligible for your Royal Highness's accommodation, your Highness halting here, for some time will not signify, so that till the rains be over may it please your Royal Highness to honour this place with your abode, which is expressed in the confidence that as Ameerudaula the Nabob Ali Ibrahim Khan Bahadur is invested with the magistracy of the City of Banaras and as the enquiry into all causes depends in that capacity on the said Nabob, your Royal Highness's dependants and followers will not commit any kind of excess or violence on any Mussulman or Hindoo and more especially not upon the latter and that if any cause or matter occur your Highness will be pleased to signify your pleasure thereon to the aforesaid Nabob who will act according thereto.

11. At the Kutcherry Present. Mr. Jonathan Duncan Resident.

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Received last night is a shooka from a Shahzada of which the following is a translation.

From Prince Jehandar Shah to the Resident.

I have received your petition in which you say that you have learnt the intention of the Governor General to be that I without making any halt at Banaras am to honour Rajemahal with my presence and that therefore you had not thought it necessary to prepare the place or to send out Dil Diler Khan Bahadur, who now lives in Shewalla and that neither had you received on this head any instructions from Calcutta because the Governor General considered as certain that I will immediately proceed on to Rajemahal without stopping here.

On this head I have to observe that I do not myself approve of remaining at Banaras but am fixed in my determination of proceeding to the Governor General and after seeing him whatever he shall represent my approbation, shall be bestowed thereon, nor is Shewalla any great point appoint another place because I mean to remain at Banaras till I hear in answer from my brother the Governor General, as to sundry particulars concerning which I have written to him. In this interval the answer to my letters will arrive and after my coming to Banaras and your attendance whatever shall be advisable I will act accordingly.

The Resident does not think any answer to the above necessary, but means to meet the Shahzada tomorrow morning on his way to Banaras.

12. To the Prince. Written 5th May 1788.

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I have been honoured with your Royal Highness's Shookas, and your expressions of satisfaction have added greatly to my happiness. I have considered that the best return I can make for such favour and condescension is to give your Royal Highness a full and true account of the State of the affairs of the Vizeer's and Company's Governments. I have an earnest desire to promote the Vizeer's Honour and Happiness, and the two Governments are bound together in the closest alliance and friendship. We have undertaken on our part to protect him against all enemies whatever, and in return we only desire and actually receive the expenses that are incurred by that protection, either for the payment of the bodies of troops that cover his Dominions, or for defraying the expense of our Residency at Lucknow, to which is added the amount of the Jaghere to his brother the Nabob Saadat Ali Khan, and the pensions to some Rohilla Chiefs, which the Company had engaged to see regularly discharged.

It is proper however to inform your Royal Highness that by former mismanagement, the Vizeer's finances are in great disorder and though upon my representations of the propriety of the Vizeer's of the Empire paying proper attention to your Royal Highness by furnishing the means to support the dignity of your Royal Station, he was at last induced to make an allowance of Rupees 25,000 per month, his distress is so great, that the Company will be obliged to advance that sum for him, for several months to come, upon a promise of repayment. The Vizeer at all times sensible of the elevated rank he bears among the Chiefs of Hindustan, and anxious to render his Dominions flourishing and his subjects happy has resolved to follow my advice and endeavour to restore order to his affairs by a strict economy and avoiding unnecessary expenses of every kind whatever.

I must confess likewise to your Royal Highness that tho the revenue of the Company are great, their finances are by no means in a good condition. Besides the great civil and military establishments of Bengal, we are obliged to support large armies in other parts of India to protect the Honour and the interests of the English nation against powerful and ambitious neighbours, and there is still a vast sum due of the enormous debt that we contracted by the late dangerous and expensive war, which we are now exerting ourselves to discharge. Under these circumstances I am bound by honour and duty to administer the affairs of the Company with the strictest attention to order and economy and your Royal Highness's good sense will clearly shew you that we are entirely incapable of affording you any precuniary supplies. I trust also that your generosity of mind will induce you to avoid making any applications of that nature, which as they cannot be complied with, will only give me pain and mortification.

I cannot omit upon this occation to mention likewise the situation of the Nabob Mokerremuddowla, whose family affairs are in great disorder tho', his Jaguir is considerable. From his connection with the Company's I am a sincere well wisher of his family and character and am in hopes that he will soon experience great advantage from a system of prudence and economy which I have recommended to him and which in time may enable him to make some decent provision for a very numerous family as well as to pay off large sums of debt which former bad management has brought upon him. He has promised me to retrench every superfluous article in his household, and to avoid incurring unnecessary expenses by journeys, amusements, or in any other manner whatever.

I will without disguise acknowledge to your Royal Highness that when I thought of Rajemahal for your Royal Highness's Residence, it weighed greatly with me amongst other reasons that whilst the situation is pleasant and adjoining to a country well calculated for the amusement of hunting, it is likewise more suitable on account of the attendants which your Royal Higheess has thought proper to bring with you from Delhi than a public place, as will from its retirement and quiet, as from the absolute necessity of avoiding many expenses which would be incumbent on your Royal Highness. Elsewhere in support of your Rank and station I need not urge any further reasons to your Royal Highness, respecting the present amount fixed for the Paishcush, and your Royal Highness's justice will approve of my advice for economy and of my chice of Rajemahal where the Royal Dignity will not be injured by reducing superfluous expenses. I shall only add to what I have said upon this subject, that the money which was first advanced to you by Mr. Ives is on account of Paishcush and will be deducted from future payments. I am persuaded that your Royal Highness will read what I have written with the attention that it deserves.

The principles of toleration and the desire for the prosperity of every sect living under their authority are known to be the leading traits in the English Character. I am also anxious to promote the happiness of all the people that reside within the limits of my Government and it is a maxim with me to leave it to all of them to worship the Supreme Being according to the dictates of their own reason and according to the rites of the different religions in which they may have been educated. The complaints that I received from those professing the Hindu religion of the insults they suffered from many of your followers, whilst they were at Banaras, gave me great uneasiness. Your Royal Highness possesses a noble mind, and as a repetition of these complaints would be equally disagreeable to you, it is very apparent that it will be wise in your Royal Highness to make no stay in that Country. Should your Royal Highness find it inconvenient to continue your journey to Rajemahal before the setting in of the rains means may be taken to provide some accommodation for you at Sasseram in Bihar, and upon your Royal Highness, signifying your wishes to that effect, I shall transmit orders to the Collector of the district to make the necessary preparations.

Your Royal Highness has been pleased to write that at the expiration of the rains you will honcur Calcutta with your presence. As the English nation wish for no further acquisition of territories in India and as I am forbid by my instructions to interfere in any manner in the affairs or disputes of our neighbours, whilst they maintain a peaceable conduct towards this Government and our ally the Vizeer, it would not be proper to give your Royal Highness the trouble to come to Calcutta, to honour me with a personal interview for the purpose of conversing on the political affairs of Hindustan and unless matters of importance could be settled, your Royal Highness will be sensible that a visit to this place could not be attended with any useful or agreeable consequences. It would not be proper that your Royal Highness should be here without receiving those attentions that are due to your exalted rank and the extensive duties of my office requiring constant application, your Royal Highness would not approve of my employing any part of my time in any other manner than in carrying on the important business of Government.

All the subjects of this Government will be strictly enjoined to pay your Royal Highness the greatest respect both upon your journey and whilst you may think proper to honour the Company's Dominions with your presence, and I shall consider it as my good fortune if I can contribute to promote your Highness.

Should at any time the Royal Affairs induce you to return to Delhi, an honourable escort will attend you to the frontiers of the Company's territories, and I shall offer up constant prayers for your health and prosperity.

13. READ a Shooka from Prince Jehander Shah in answer to the Resident's address to him of the 12th instant. 1788.

* * * *

Wherein after recapitulating the same, he writes: "From the receipt of such good services from you (the Resident) I have experienced that greatest and fullest satisfaction." And with regard to what the Resident wrote that the Prince's followers should not commit any violences, and that Ibrahim Ali Khan should be authorized to judge in respect to any that might unavoidably occur, the Prince writes that he has laid the strongest injunctions on his followers and that no one will dare to "Commit violence on another", and that he "has proclaimed that if any Musselman or Hindoo belonging to him shall commit any disturbance, he shall be duly punished, and be sent to the Nabob Ibrahim Ali Khan's Adalat or to the Resident and that he (the Prince) will approve of whatever punishment such offender may be deserving or for that he (His Royal Highness) never has nor will give his countenance to the Ryots being molested or injured".

14. J. Duncan, Resident to Colonel Eyres, Commanding at Chunar. Banaras, the 5th May 1788.

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The Prince Jehander Shah having arrived here with an escort of 2 Companies of sepoys from the Nab b Vizeer's Dominion under the command of Lieutt. Burton, it is necessary that a relief of equal strength should be furnished to accompany His Royal Highness from Ramnaghur to Sasseram where it will no doubt be relieved from Danapoor, by his Lordship's orders. I request therefore that you will order the relief now wanted to join the Prince as speedily as possible and remain.

15. E. O. Ives, Resident at the Vizeer's Court to Jonathan Duncan, Esqr. Resident at Banaras. Lucknow, the 18th May 1788.

* * * *

I have received your letter of the 15th Instant.

I should think it would be a proper mark of attention to Balajee Row Govind for you on receiving advice from him of his arrival at or near Allahabad, to depute a man (I find an intelligent Hircarrah will suffice) to attend him from that place to Gaya, together with a military guard consisting of a black officer and half a dozen sepoys, to relieve those who will accompany him on the part of the Nabob Vizeer as far as Allahabad. On his approaching Banaras, it will be proper, I understand, for one of your assistants to meet him and conduct him to your house.

With respect to the Prince's subsidy it is to commence from the beginning of Chyte at 25,000 Calcutta Sicca Rupees a month.

He received from me 25,000 Lucknow Siccas, which you will observe from the copy I sent you of Lord Cornwallis's letter of the 22nd Ultimo, is to be considered as an advance on account of his subsidy though his Lordship has no objection to its being repaid by reasonable instalments from his monthly receipts in case the repaying it all at once (that is in case its being considered as the first month's subsidy) should put him to distress. The Prince has also desired me to pay to Maurfat Khan, a man he has stationed here, the sum of two hundred fifty Lucknow Sicca rupees per mensem from the first of Rajeb or 3rd of Chyte which should be regularly deducted from His Royal Highness's stipend.

16. J. Duncan to Earl Cornwallis, Governor General-in-Council. Banaras, 1st June 1788.

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I had a few days ago the honour of communicating for your Lordship's information, the design of His Royal Highness Jehandar Shah to proceed to Chunar to visit the tomb of one of his Wives. He delayed however setting out for 2 days beyond the time he had first intended on account, as I understand, of the indisposition of the Princess his Principal Begum. Yesterday morning before daylight he set out and after remaining a short time at Chunar, left it on his return the same afternoon and arrived here about the close of the evening. Just after breakfast a Khowanss or attendant on his part came with his compliments to me in the usual manner, and not suspecting there was anything the matter with His Royal Highness, I satisfied myself with making the common enquiries after His Highness's health, which the Khowanss said was as usual. He had hardly however departed (having it seems been commissioned overnight to come to me) when I received a note from the Nabob Ali Ibrahim Khan, excusing himself (as per translation No. 1) from coming as he had intended to see me, being obliged to proceed to the Princess who was taken exceedingly ill with a pain, as expressed in the said letter in the loins or kidneys. Wherefore he (the Nabob) was proceeding in all haste taking with him a native physician of this place called Abdulla and his letter concluding with a request that I would also send to the Princess an English doctor. I had hardly a few minutes to consider of this information, when one of his late Royal Highness's own servants arrived, and observed also that it was necessary from me to come with a doctor, the Prince being very ill. Immediately on the back of which another messenger arrived from the Nabob Ali Ibrahim Khan, saying that His Royal Highness was actually dead. Being much surprized and alarmed at this altogether unexpected intelligence, I set out immediately for the Princess and wished to have taken along with me Mr. Fraser, Surgeon to the Battalion at present stationed here as being the only professional man at Banaras, but not being able to find him left a person in search of him and lest he should not after all be found, I sent to desire Mr. Le Blane who has considerable experience in physic and surgery to follow me to the Princess intending to have the opinion of one or other both of the above named gentlemen as to the probable cause of the Prince's sudden death. When I arrived about half past ten in the forenoon at Shewalla, the place of the Prince's Residence, I found they had brought out His Royal Highness's body from the Zenana where he expired and had placed it in a small outer pavilion on a cot, the whole body including the face being wrapped up as a corpse, and there I found his sons, and the Nabob Saadat Ali and many others mourning over him as a deceased person. Ali Ibrahim Khan soon joined and informed me that the Princess had delivered to him a short letter to himself and another longer to me, which the Prince had written with his own hand this mourning and sealed with his private seal, at a time when he believed himself to be in the greatest danger as will indeed sufficiently appear from the contents as per translation thereof Nos. 2 and 3 and copies also similarly marked of the originals, herewith transmitted. As Ali Ibrahim Khan said that the letter to me was to be looked on as his (the Prince's) will and that the Princess desired to converse with me on the subject of her situation and that of her family, I accordingly went and had some conversation with her offering her such consolation as the occasion required and my mind suggested, she entreated that neither she nor her family might be sent to Delhi or sent into the King's power. I told her that I supposed they would not, but that every thing must depend on your Lordship, till the arrival of whose instructions I would endeavour to make them as comfortable as lay in my power. She said she could not think of living in Shewalla after the 40 days of mourning but left it to me to provide another place for her; at last she asked what would be settled on her and her family or rather wished to know, that what was now settled could be continued, but this application appearing rather ill-timed I put it off, with observing that she and her family should be taken full as good care of in every respect as during the Prince's life time till I should be honoured with your Lordship's further instructions. She then or rather her people asked who of the sons was to be head of the family, they being all 3 by different mothers and her son Khorrem Saheb being the youngest. To this I answered that till your Lordship's orders arrived, I would look on Her Royal Highness (being a Princess by birth and always esteemed the principal consort) as the Mistress and Manager of the family, which answer I gave to moderate, if possible, the jealousies that were already too apparent, and ready to break out between Mirza Hajy, the eldest son by another mother now deceased and the said Begum on account of her own son, and although I may be able, which however there is no certainty of to prevent, their openly quarrelling till I receive your Lordship's decision. Yet I am sure such decision will be very necessary to preserve common decorum if not to prevent worse effects, as the Princess expressed even to day to Ali Ibrahim Khan some apprehensions concerning the safety of her young son's life from the jealousies of the other branches of the family and of their retainers.

But to continue the narrative, I told the Princess in the latter part of our conversation that she might have her late husband buried either at Chunar (which I thought she would have preferred) or at Banaras. She however and her advisers preferred Banaras, and a place had indeed been fixed on near the tomb of some holy Mohammedan before my arrival. After leaving shortly the Prince, Mr. Le Blane arrived and proposed to look after the body, which being readily agreed to was uncovered. Mr. Le Blane thought His Royal Highness dead (as Abdulla and all the native doctors had done long before his arrival) beyond almost any hopes of reanimation. But as his death had been so sudden, and as there was still some remaining warmth about the jugular vein, Mr. Le Blane thought the experiment might be made of opening one in the arm to see if blood would come as affording the only remaining chance or shadow of hope of survivance and it may be here remarked that we learnt that the Prince had desired when very ill to be bled by his own native doctor which some how or other was not effected, owing to it is said, to some of his women objecting to it. Upon Mr. Le Blane's proposal considering that the experiment he suggested could not possibly make matters worse, and it being when communicated to the Princess and his children and confidential servants and others approved of by them of one accord, Mr. Le Blane opened a vein in the right arm from which some little blood spouted which gave at first great hopes to all parties, and doctor Fraser coming in just at this time and approving of what Mr. Le Blane had tried, they afterwards opened a vein in the left arm and jointly continued for an hour applying stimulants and friction to the body in hopes to restore the circulation. But all their endeavours proved vain, and they at length gave up the attempt as entirely hopeless as your Lordship will observe more at length by the accompanying attested copies of their two reports herewith submitted Nos. 4 and 5.

The Princess at my conference with her said that the Prince first pretty early in the morning complained of a violent pain in his chest which he observed to her would be believed put an end to him on which account he desired to have materials for writing which being brought to him, he wrote with his own hand and left in his custody to be delivered to the Nabob Ali Ibrahim Khan and myself the 2 letters Nos. 2 and 3. She added that whilst he was composing these he was suddenly bathed in sweat all over his body, and I learnt from others that he vomited before he expired. On all these accounts I sent a request to the Princess to commit to writing such particulars as she had verbally related to me, which she has done in her own hand writing and under her seal (as per copy and translation No. 6) and as it was composed after the efforts of the medical gentlemen had been tried in vain she has also included that part in her relation.

The Nabob Ali Ibrahim Khan arrived at Shewalla a full hour before me. The Prince was even then declared to be dead and as such soon after, and before my arrival brought out and laid as a corpse in the open pavilion where I first saw it. After Ibrahim's arrival there was some idea among the natives of the propriety of attempting to bleed him, but Abdulla, the doctor declared it was even then too late. However had our surgeon been called in or arrived sooner something perhaps might have been effected towards his recovery.

I have only to add on this melancholy subject that in the evening I attended the funeral procession and that I shall do every thing in my power to alleviate the sufferings and anguish of his numerous family.

I have the honour to remain with respect My Lord.

17. Secretary to the Government to Jonathan Duncan, Esqr. Resident at Banaras. Council Chamber, 9th June 1788.

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The Governor General has laid before the Council your letter to his Lordship, which he received this morning containing advice of the death of the Prince Jehandar Shah on the Ist of this month, of the circumstances attending it, of the Prince's request to you and Ali Ibrahim Khan, immediately proceeding His Royal Highness's demise, and the applications made to you by the Principal Begum. His Lordship directs me to acquaint you that he entirely aproves of the conduct you observed upon this event, and will hereafter furnish you with instructions upon the applications of the Princess. In the meantime it is his Lordship's desire, as much as it is certainly your own wish, that every due attention and respect should be shown to the family of his late Royal Highness.

1 . G. F. Cherry to Jonathan Duncan, Esqr. Resident at Banaras. Calcutta, 14th June, 1788.

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I have the honour to transmit you two Karetahs containing letters to the Begum Kutluk Sultan and to Akber Khan from the Governor General lamenting the death of His Royal Highness and condoling with them on the event.

I was favoured with your letter of the 6th instant with its several enclosures which have been translated and made known to his Lordship. When his Lordship shall please to order the reply to them it shall be forwarded without delay.

19. J. Duncan, Resident to J. E. Harington, Esqr. Accountant to the Board of Revenue. Banaras, 20th June, 1788.

* * * *

I received a few days ago your letter of that Ist instant with the new form of treasury account enclosed, to which I shall conform as far as it is applicable to the establishment at this place.

In this respect it is proper to point out to your notice that the charges of the Dewanny and Faujdari establishment do not admit in this Province of being accurately divided, because the Judges are appointed under one salary to try causes both Civil and Criminal. Their establishments therefore can only be divided and are in fact alone distinguished but this would not be a true discrimination of the respective charges, because, part of their own salaries are no doubt understood tho not specified to be allowed to them in their two capacities. If you think it necessary I will direct the several Judges of Banaras, Ghazipur, Jaunpur and Mirzapur to send separate Kubzes for so much of their salary as Civil and so much as Criminal Judges, but till I hear from you I shall only insert their entire salary under the head of Dewanny Adalat and that part of the establishment allowed them under the head of Kotwali and that of Faujdari. As I imagine, the same indistinctness exists equally in this respect in some of the Bengal and Bihar Courts such as Patna, Dacca and Moorshedabad.

There are in this Province no receipts due or money payable to the Company from Bazee Zameen resumptions; wherefore this head in my account is at present superfluous, but whenever there are any it shall be inserted.

I have had no order from the Governor General in Council fixing the stipend to the late Shahzada but I have paid it according to advice transmitted to me from the Governor General and from the Resident at Lucknow, acquainting me with its having been fixed at the rate of Calcutta Sicca Rupees 25,000/- per mensen from the month of Cheyte. I am not Judge of any Dewanny Adalat, nor do I exercise the functions of Magistrate but I am appointed by the Governor General in Council, Judge of the Sudder Dewanny Adalat or Court of Appeals for the Province of Banaras, with small establishment which will of course be inserted the Ist under the head of charges Dewanny Adalat in the present month's, account those for May having been dispatched before I received your letter.

The Government's 3 shares of fines imposed for the collection of Rahdary duties will not fall under the head of Dewanny Adalat but of Commercial Adalat of which I hold the Office of Judge from the Governor General in Council. Its establishment will therefore form a separate head in my monthly account immediately following those of Dewanny and Faujdari charges.

Ordered that the several Judges be desired to send Kubzes for their Kotwali and Faujdari establishments separate from those including their own salaries and Dewanny establishments and that they adhere to this mode till further orders.

20. Deputy Persian Translator to Jonathan Duncan, Esqr. Resident at Banaras. Calcutta, 7th July, 1788.

* * * *

I have the pleasure to transmit you a Rautah containing a letter for the Sultan Kutluk Begum, and also one for Akbar Ali Khan from the Governor General, which you will be pleased to forward according to their addresses.

An English and Persian copy accompanying for your letter give information of the contents ofthe letters.

To Kutluk Sultan Begum.

Written 7th July 1788.

I have been honoured with 3 Shookas and enclosures from your Royal Highness, one informing me of the melancholy event of his Royal Highness's death, and the others in reply to my letter of condolence on the subject, together with other particulars, all of which I have perfectly understood as resignation to the decrees of Heaven from which there is no alternative. As proof of greatness of mind and worthy of the rank of your Royal Highness, I trust you will be sensible that mankind in general is subject to the hand of death, and will drive grief from your mind and not permit application any longer to withdraw your thought from the duties incumbent on you with regard to His Majesty and the Begum mother of His Royal Highness. Your Royal Highness will reflect on the affliction that must have possessed the minds of His Majesty and the Begum at this event having taken place at such a distance, when even His Royal Highness's family are more of them at the royal presence to partake of their grief. The light in which your Royal Highness and the young Princes stand towards His Majesty, I am convinced will lead you to reflect on the prudence of repairing with them to the Royal Presence.

There are many other arguments suitable to my present advice, but I trust that the one alleged will be sufficient specially when I assure your Royai Highness that I think it incumbent on me to obey His Majesty's orders. For I have conceived my happiness to consist in performing his commands and where I consider that by the presence of your Royal Highness and the young Princes with His Majesty and the Begum that sorrow which has taken such deep root in their royal minds will be much alleviated, I cannot but urge your Royal Highness to comply with His Majesty's request. Your Royal Highness will have heard that the deceased Prince considering me at all times faithful to him, consulted me on every occasion, and honoured me by a compliance with my advice, and while your Royal Highness has expressed a great desire to conform to the dictates of the deceased Prince in the present instance that my advice is the result of my zeal for your prosperity and compliance with His Majesty's orders and tends to remove the pang of anguish from their royal minds. I am convinced that having these particulars in view, your Royal Highness will see the propriety of it, and that you will consider that the deceased Prince at all times obeyed the orders of His Royal father, and as he always conceived his happiness to consist in it, so your Royal Highness will readily comply with my request which at present in particular will secure His Majesty's satisfaction and protection to you, while it will remove that affliction from His Royal mind and ease the Begum mother of the anguish which overwhelms her.

Further particulars will be made known to your Royal Highness by Mr. Duncan, to whom I have communicated my sentiments.

Of the same tenor mutatis mutandis.

21. At the Kutchehery Present. Mr. Jonathan Duncan, Resident. 29th July, 1788.

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Read a letter from the Vakeel of Juggut Singh setting forth that Mohiuddin, the Amin of the Parganah of Atgauwan delays in issuing the Pottahs required by the regulations. Wherefore the Raja is now written to cause him to expedite the business.

Nabob Ali Ibrahim Khan sends thro Kutluck Sultan the principal Begum's agent the following state of the establishment of Jahanabady Begum with the proposed reductions therein, as well as for the general establishment of the late Prince Jehandar Shah's family.

Particulars of the charges of the Sircar of Jahanabady, as received by her during the life time of the late Murshedzada when his establishment stood at 35,000 Rupees.

Her personal monthly allowance etc.		Reduced	Remains
For herself Rs.	1,000		1,000
Her mother	500	250	250
Mirza Shukhufta Bukht, for himself	230		
Imadet-unnissa Begum	250	480	480
Subsistence money of Imadet-unnissa Begum at 5 per cent. rupees per diem	165		165
Tubreed	5.4		5.4
Total	2,150.4.	250	1,900.4.
Her followers :			
Molavee Noor ul-Huda	5,411	275.6	275.6
Hosh Afzoon Khan	913	431	432
Khwaja Seray, Durbarry	37123	1.296	2,529
Nazarat peons (7)	25.9	710,6	1,763
Shereef Echy Khan	11,213	563	651

Kheyruddeen	391	199	198
Jeewan Rowana	533	1,113	38
Shakur Rowana	533	1,113	38
Mira	1,433	4,113	98
Mahomed Koym	1,576	1,536	104
Rejib Ali Chehlah	1,136	3,126	77.
Kader Bukhsh Sultany	2,418	909	15,015
Beby Begumee	10,83	424	6515
Anwer unnessah	7,411	3,756	3,756
Abdarr Khaneh and Bundee Khaneh	1,896	393	15
Total	85,416	35,716	497
Total of 2 preceding articles	3,00,456	85,716	21,474

The Begum in consideration that the above persons were in the service of the late Jehandar Shah and in consideration also that several of them have given acquittances under their seals, does not wish positively to discharge them all. But since the reduction of the paishcush has taken place, it is considered as proper that those who are entertained at from 5 to 30 Rs. a month be reduced 1/3 and that those whose allowances exceed 30 Rs. per mensem have 1/2 thereof reduced and that those who do not agree to these terms be discharged and that those who have not put their seals to the acquittance should receive one month's allowance in kind such as in camels, elephants and horses and be discharged. If this mode be acceptable to the Resident and to Ali Ibrahim Khan the Nabob Mukerremuddowla will act accordingly.

22. At the Cutcherry Present. Mr. Jonathan Duncan, Resident at Banaras 1st August 1788.

* * *

The Resident having yesterday had a visit from Mirza Hajy the eldest son of the late Shahzada, who set forth various alleged grievances and difficulties in respect to the treatment he received from the principal Begum, the Resident there upon went to day to Shewalla and having conversed with both parties and Ali Ibrahim Khan undertook to recommend the means of adjusting the differences in question, to which all parties cansented.

23. E. O. Ives. Rest. Vizeer's Court to Jonathan Duncan, Esqr. Rest. Banaras. Lucknow, August 4th 1788.

* * *

I beg leave to trouble you with the enclosed arzdausht from the Nabob Vizier to the Begum, the contents of which are to the same purport as Lord Connwallis has lately written her.

His Excellency having informed Lord Cornwallis that he will reimburse the Company any advances which you may make, agreeably to his Lordship's late orders on the subject, for the maintenance of the family of his late Royal Highness, I must request you to furnish me with an account of the sums advanced by you for that purpose, either before, or since the Prince's death, specifying the dates of the several advances.

24. E. O. Ives, Resident at the Vizeer's Court to Jonathan Duncan, Esqr. Resident at Banaras. Lucknow, August 5th 1788.

* * * *

I enclose for your information copy of a letter I sent this morning express to Lord Cornwallis.

It has been suggested to me by the Minister that the circumstance of the family of His late Royal Highness, the Prince Jehandar Shah, being in our territories may be of advantage to the Vizeer in the present state of affairs, and that it is highly advisable to endeavour to appease the dissatisfaction which the eldest son, Mirza Hajy, is supposed to entertain and to prevent his carrying into execution the design which it is reported he has talked of, of withdrawing himself from us, I have thought it my duty to inform you of this, leaving it to your prudence and judgment to act as you think best. I will only add that if it can be done without giving him just cause of complaint of your having raised false hopes, I can perceive no inconvenience in endeavouring by keeping him satisfied (which perhaps the humouring him in little supplies of money and such other matters of small importance, may suffice for) to prevent his separating himself from the rest of the family so long as they continue in the Company's territories.

P. S. In case you should not have delivered the Vizeer's arzdausht which I sent you last night for the Begum, His Excellency thinks it had better be suppressed.

25. E. O. Ives, Resident at the Vizeer's Court to the Right Hon'ble Charles Earl Cornwallis, Governor General in Council. Dated Lucknow,

5th, August 1788.

* * * *

By advices just received from Delhi, I learn that Golaum Kauder Khan has at length proceeded to the apprehended extremity of deposing the King Shah Allum, and raising Mirza Beedaur Buckt, son of Ahmad Shah to the throne. This happened on the 27th of Shawaul or the 1st August. The late King is, with nineteen of his children, shut up in the palace appropriated to the confinement of the Royal Family, where it is supposed his female dependants will also be sent as soon as they have been made to discover the treasures which are concealed in the Mehul.

Mirza Ismail Beg, though present at the revolution, is said to have retired with his people to his camp, dissatisfied at what his happened and expressing his opinion that if the revolution was necessary Mirza Solymaun Sheekow the son of the deposed Monarch, who was in their Camp should have been made King. The Moghul and Hindustani sirdars are almost all on the side of Ismail Beg.

I mean to wait on His Excellency this evening and should probably address your Lordship again by this night's post.

I have the honour to be with the highest respect.

26. J. Duncan, Resident at Banaras to E. O., Ives, Esqr. Resident at Lucknow. Banaras, 7th August 1788.

* * * *

I have this day received your letter of the 4th of August, have transmitted the Nabob Vizeer's letter to the Begum.

I now enclose to you a statement of all the money I have hitherto paid to the late Shahzada and since his demise to the Begum for the support of the family upon this footing that up to the end of the month of the Prince's death their allowances should be continued at the established rate of 25,000 Rs. per mensem from the 1st of Cheyte last, and that from that period they should, till I heard further from his Lordship, be paid at the rate of 17,000 Rs. per mensem, which is, I think, little enough to enable them to live and to get quit of many of the numerous retainers who arrived here with His late Royal Highness, with whom this money enables them to come to some accommodation so as to discharge several.

These payments have been made here in Banaras Sicca Rupees and not Calcutta Siccas, as the latter are not current at this place.

I wished from a regard to the Nabob Vizeer's and the Company's interests to have paid since the Prince's death even less than I have done. But I found they would not receive any thing on that footing, and were in the meantime greatly distressed in so much that they at length began to complain of being at a loss even for a subsistence and as his Lordship had not fixed any precise sum but left it to my discretion to supply them as moderately as possible consistently with preventing their being in actual want, I ultimately thought myself obliged to propose their taking at the rate of 1000 Rs. on account ti'l their stipend should be settled by that full authority which I forewarned the Begum I had not to fix on any thing permanently certain.

The Nabob's letter to the Begum is now sent to her through Ibrahim Ali Khan.

The Nabob is further informed that Mirza Hajy was here today and was very pressing about the state of his affairs, wherefore the Nabob is requested to make some adjusment of this business by tomorrow or next day and to represent the same to the Begum. And if the Begum approve that Mirza Hajy should have a separate and distinct portion of the allowances fixed upon him, as his own stipend, it appears to the Resident that such a measure would ultimately tend greatly to the future ease and satisfaction of the Begum hereself, and for the rest, that although the Begum well knows how much it has been the Resident's desire to maintain her authority and dignity, yet she must also very well aware that Mirza Hajy can hardly be much longer considered as a minor and that if on this account or from the suggestions of his own people he should no longer be willing to remain as a child under the tution of the Begum, what does it signify to Her Royal Highness whose allowances for herself and the 2 Princes who remain under her protection will be regularly paid here during the period she remains at Benares? Whilst by this adjustment the Begum's mind will become relieved from the anxiety it now labours under on account of the unadjusted claims and pretentions of Mirza Hajy that the Resident is compelled by this general regard for all the families of the late Prince to this suggestions, but that in whatever manner the Nabob can adjust the business if such adjustment be to the satisfaction of all parties, it will certainly meet with his (the Resident's) support and approbation.

27. At the Kutchehery present. Mr. Jonathan Duncan Resident. 16th August, 1788.

The Resident having as recorded in proceedings of the 1st and 7th instant, desired the Nabob Ali Ibrahim Khan to interest himself in quieting the disputes between the Begum and Mirza Hajy and the said Nabob having in consequence delivered his written opinions on each article of Mirza Hajy's requests to the Begum and received her answers, on which answers as far as they were adverse to Mirza Hajy's requests the Resident had yesterday a conference with the Nabob Mokerremuddowla, and got him to consent on the part of the Begum to such terms as the Resident thought might satisfy Mirza Hajy of which the latter's servant was also yesterday advised. But Mirza Hajy having to day again written to the Resident that the report of his said servant is not clear an arzee or representation of which the following is a translation is thereupon written to the said Prince.

28. Resident to the Prince Mirza Hajy Ali Shukhufta Bukht. 16th August, 1788.

* * * *

I have been honoured by the receipt of your Shooka, what you are pleased to observe that from your servant's representation nothing has clearly appeared to your Royal Highness is surprizing because I yesterday set forth all the particulars to the said servant by name Mirza Panchoo for your Royal Highness's notice and the purport thereof is, that a discretion between your Royal Highness and the Begum I considered as having a tendancy contrary to your Royal Highness welfare and reputation in like manner as I have repeatedly represented the same sentiments by word of mouth. But seeing now the urgency of the occasion, I have got the Begum to agree that from this present month of Sowan, your Royal Highness shall receive out of the appointed allowances for the support of the Royal family the sum of Rs. 5,000 separately to be by your Royal Highness applied towards your own personal expenses and those of Jehanabady and the others who belong to that Mehal, by which I mean all the Mehal or establishment which is now distinct and separate from the Begum. And as to the one month's allowances which have been paid to the Begum since the demise of the late Prince Jehandar Shah by which she has been enabled to discharge the arrears of various servants, it appears to me, from the information received from the Nabob Mokerremuddowla that Rs. 5,000 of that month's payment does not now remain so as to admit of being paid to your Royal Highness. I therefore offer it as my advice that whatever the Begum has to pay whether Rs. 2 or 3,000 on account of the said month be by your Royal Highness, accepted in view to put an end to all disputes on the subject and in future you shall regularly get Rs. 5,000.

For the rest if it suit not with the pleasure of your Royal Highness to remain obedient as heretofore to the Begum, you are the master to dispose as you like of the sum now assigned you and of the Mehal dependant on you. Nor will the Begum take any notice concerning whatever servants your Royal Highness may choose to entertain with in the means afforded by your stipend so that you may entertain not only the Nazir but whosever else your Royal Highness may wish. The Begum is also content that for your Royal Highness's sewary and retinue you should take as many elephants and horses as you may want and keep them separately for your own service.

As to the claim which you have made to 1/3 of the succession be pleased to send for the Nabob Ali Ibrahim Khan and in his presence, do you in the hearing of the Begum state and particularize the several articles to which your claim of succession goes, and I am convinced that the Begum will have no objection to cause as far as the Nabob Ibrahim Ali Khan shall see me, the seals of all the 3 Princes to be affixed on the articles in question for their security. But as the Begum's claim to her Meher or Marriage-settlement, has not yet been discharged, this appears to me to constitute a reasonable objection to any division of the effects being now actually made at least without the King's commands, no one here can give such an order. Therefore we cannot do no more than seal the articles and having an inventory thereof made by the Nabob Ali Ibrahim Khan who is the Magistrate of the City.

As now answers have been given to all your requests, I am hopeful that in future all disputes and heart burnings will subside and that your Royal Highness will either live in unanimity, or at any rate on terms of civility with the Begum. And as to the Rupees 5,000/- above mentioned, if you will receive it through the Begum will be better otherwise, it shall be paid to you monthly from the Company treasury upon receipts under your own seals so that, in which soever of these modes you are pleased to receive it let me know that the same may be observed accordingly.

A copy of the original of the above is now also sent to the Nabob Ali Ibrahim Khan for his information and guidance and that of the Begum that all complaint may close.

29. At the Kutchehery Present. Mr. Jonathan Duncan Resident.

* * * *

The Prince Mirza Hajy came this forenoon to the Resident and from the purport of his conversation it appeared that he was not satisfied with the settlement proposed to be made for his allowances and the as noticed in the letter yesterday written to him. He also seemed dissatisfied with the idea of any delay in the division of the estate and with any interposition on the part of the Nabob Ali Ibrahim Khan and with not getting from the Begum the things which she had of his in her keeping and the Resident's telling the Prince that he could of himself do no more than had been done. He seemed much indisposed and did once observe that in that case the Resident had better give him leave to depart and he went finally off in ill humour although the Resident had no notion that he would take the step he must then have been meditating for, after proceeding a little way towards his own house at

Shewalla he suddenly turned and rode off towards the Jaunpur Road upon which suspecting that he had taken a resolution to depart, the Resident, thinking no time was to be lost despatched after him immediately wtih a view to bring him back Mr. J. A. Grant who was present, authorizing Mr. Grant to use the best endeavours for that purpose, and even to offer if he found it necessary to augment his stipend to Rupees 6,000/- a month. He also sent by Mr. Grant an arzee of which the following is a translation, which the Resident had prepared with a view of obviating his uneasiness immediately after the Prince left him and before he knew that His Royal Highness had taken the road towards Lucknow.

30. Resident to the Prince Mirza Hajy, on the 17th August 1788.

* * * *

I am greatly mortified at your Highness's not being entirely satisfied with the contents of my arzee or representation of yesterday because, it cost me no small trouble to procure the Begum's consent to the particulars therein contained, and after fully considering the contents I have still a strong hope that your Royal Mind will approve thereof more especially considering that what is therein suggested is only a temporary expedient and not as a final and conclusive settlement. And as to the articles which are only in the amount or keeping of the Begum, the latter will certainly give them up simply on your giving her notice of the particulars so that the interposition of the Nabob Ali Ibrahim Khan Bahadur will only be necessary. As regards the seals to be affixed upon the effects that fall within the description of the succession or subject of the inheritance of the Princes and family of the deceased Jehandar Shah and as to the actual division of the said succession, a letter is expressly sent by me on this subject to the Governor General Charles Earl Cornwallis from whom an explicit answer will arrive in 15 or 16 days and till they pass over, the effects in question may remain either as they now are or under seal, and in consideration that your Royal Highness will not receive full 5,000 Rs. from the Begum out of the Rs. 17,000 issued for the month of Assar. If you approve thereof I will make up to you along with your separate payment for Sawun whatever deficiency there shall be in the said payment from the Begum so as that your allowances shall be full five thousand rupees from the month of Assar. And you may rest assured that whatever services or fidelity I can in any respect evince to you, I shall in the execution thereof lose no time nor in any way prove deficient and if your Highness will accept of such advice as is conceived to be for your advantage, it will certainly all turnout to your present and future satisfaction and advantage.

31. J. Duncan to E. O. Ives, Esqr. Resident at the Vizeer's Court. Banaras, the 8th August, 1788.

* * * *

I have received your letter of the 5th instant. I had delivered the Vizeer's letter to the Begum before your present letter came to hand. I can take upon me to authority you to assure the Nabob Vizeer's that Mirza Hajy has no idea of any such dissatisfaction, as to lead him even to entertain an idea of withdrawing himself from us, or even of separating from the rest of the family. The Begum and he have had and still have some domestic disputes, that is, a contest for superiority. But I am most certain that Mirza Hajy is entirely at our devotion, and thinks himself happy under our protection, more especially in the present situation of affairs at Delhi, as he indeed this day declared to me, with the greatest earnestness.

His Lordship having uniformly instructed me to impress the Begum Mirza Hajy and all the family of the late Prince with an idea that they must unavoidably return to Delhi after the rains, I have certainly done all in my power to comply with that instruction. But now they of course understand the situation of things to be so much altered that they this day one and all congratulated themselves in my presence on the prospect which they conceive they now have of living here, more particularly Mirza Hajy who has no wish even to set foot out of Benaras.

The disputes between him and the Begum I hope soon to bring to an amicable accommodation. At any rate they are not of a nature readily to estrange his mind from our connection.

32. G. F. Cherry, Dep. Persian Translator to Jonathan Duncan, Esqr. Resident at Banaras. Calcutta, 9th August 1788.

* * * *

The Governor General having been pleased to order Meer Mazhur Ali Khan deputed by the Kutluk Sultan Begum to return to Banaras, and directed a reply to be written to the Shooka brought by him notifying the above circumstance, I have the pleasure to enclose for your information a copy of the reply which has been delivered to the Vakil here. Prior to his arrival in Calcutta a person named Mirza Abdul Rehim Beg sent by His late Royal Highness from near Lucknow, had arrived here, and is now by his Lordship's order to accompany Meer Mazhur Ali Khan back to Banaras. I enclose you the Persian copy of a paper he delivered under the seal of Mirza Shakhufta Bukht, eldest son of His late Royal Highness, from the contents of which, and the purport of the reply to the Begum, you will observe his Lordship's motive for sending the Vakils back, in order to prevent a continuance of reference on the subject of the private disagreements of the family to him, but thro' you.

I also have the pleasure to enclose you a Persian copy of the reply to the Begum's Shooka, in order that if you shall think it proper, you may converse upon the subject with the Begum.

33. G. F. Cherry to Kutluk Sultan Begum. Written 9th August 1788.

* * * *

I have had the happiness to receive your Shooka thro' the hands of Meer Mazhur Ali Khan and have understood all the particulars. I have also comprehended every matter contained in the writings from His Majesty and His Excellency, the Vizeer, which were forwarded to me by Mr. Duncan. As I have already had the honour of addressing a letter to you, thro' Mr. Duncan, containing the sentiments I entertain towards you, I can now only refer your Royal Highness to those letters, and as I have particularly commissioned Mr. Duncan to shew attention to your Royal Highness's affairs, I am concerned you should have taken the trouble of deputing Meer Mazhur Ali Khan to me to represent your desires. In order to reduce every unnecessary expense to your Royal Highness, I have desired Meer Mazhur Ali Khan to return to your Royal Highness at Benaras and must request you will honour Mr. Duncan with such commands as you wish should be communicated to me and as I am convinced that Mr. Duncan will be happy to alleviate the grief which Your Royal Highness must still experience, I am confident he will lose no time in forwarding your Shookas to me. I have also for the reason above stated, desired Mirza Abdul Rehim Beg who was deputed from Lucknow by His Royal Highness, to accompany Meer Mazhur Ali Khan to Your Royal Highness's presence.

The note from Mirza Shakhufta Bukht or Mirza Hajy enclosed in the above contains a general complaint against the Begum for not allowing Mirza Hajy his full privileges.

34. E. O. Ives, Resident at the Vizeer's Court to Jonathan Duncan, Esqr. Resident at Banaras. Lucknow, 11th August 1788.

* * * *

I have received your letter of the 7th instant with a statement of the cash issued from your treasury for the allowances of the late Shahzada and his family to the begining of the present month. I informed you in my letter of the 18th May that His Royal Highness had desired me to pay 250 Lucknow Sicca Rupees per month to Maurfat Khaun, the man he left on his part at Lucknow. In conformity to His Royal Highness's desire, I have issued to him his allowance for two months being 500 Rupees, which (if you have not done it already) I beg you will stop out of the Begum's next allowances. Her Royal Highness has requested me to continue the same salary to Maurfat Khan, but I declined complying with her wishes till something should be settled respecting the continuance of the allowances of the late Prince and now, I think the best way will be for her to let so much as she wishes him to receive from me, be deducted by you out of her stipend and obtain from you monthly a draught on me for the amount, which she should transmit to Maurfat Khan. Observing that you have issued the money for the Mohammedan months I beg leave to mention that the stipend being fixed from the 1st of Chyte, the months advanced which the Prince had from me must be for that month. The two months you issued it for at 25,000 Rupees must be Bysack and Jate and that for which you have paid the Begum 17,000 Rupees, Assar. To prevent confusion in the accounts, it will be requisite you should get the receipts corrected, or at least that this arrangement should be observed in those given you in futture.

You will perceive by the Delhi papers (which I presume you peruse) the shocking indignities to which the deposed Monarch and his dependants are daily exposed. I have still some hopes that the embers of dissension between Ismael Beg and Golaum Kauder Khan may again flame out, in which case there may be hopes that by Sindhia's interference the villanies of the latter may meet with their due reward. It may indeed be more for the interest of that part of the Royal family which is at Banaras that the present usurpation should continue, since it can hardly be supposed that our Government could be prevailed upon to give them up to a professed enemy, however it might think itself bound to restore them at the requisition of a parent and acknowledged sovereign.

35. The following answer is written with letters from the Begum etc., to the Governor General.

To G. F. Cherry, Esqr. Deputy Persian Translator. Banaras the 14th August 1788.

* * * *

I have received your letter of the 28th ultimo Balajee Row is not yet arrived here, but upon the receipt of your letter and intimation that he was near Allahabad on his way down and the request made to me to provide him with a few sepoys as a guard to accompany him thro' our districts within this Zemindari. I have sent a Jemadar and 15 men to meet him at his entrance on our frontier and shall pay him besides every suitable attention.

Enclosed I send letters from the Begum and the Nabob Mokerremuddowla. A former address which she wished to transmit I have retained and advised her accordingly, becaush the tenor of it ran quite contrary to his Lordship's wishes and declared intentions in regard to her return to Delhi concerning which the late events there may no doubt have altered his Lordship's present design in respect to her and her family.

36. J. A. Grant to Jonathan Duncan, Esqr. Banaras, 18th August 1788.

* * * *

When I left you yesterday morning, entrusted with your arzee to the Prince Mirza Hajy, I imagined I should have been able to have overtaken His Royal Highness at Sheupur as he had not gone or in the Jaunpur Road above a quarter of an hour, before I set out after him. But in this idea I was mistaken, as upon my arrival there, I learnt he and suite had marched on with great expedition to Hurhoorha, which is about 3 koss from Sheupur. Thence I followed him and again heard, he had proceeded to Burrahgawn, about five koss beyond Hurhoorha. When I arrived near that village, I despatched a horseman that accompanied me to inform His Royal Highness that I wished to wait upon him with an arzee on the part of the Resident. Upon this intimation he halted in a garden near Burrahgawn. Where I was introduced to His Royal Highness, and after presenting him with a Nuzer, I delivered your arzee to him. I found him seated in his Palanqueen, and surrounded by the horsemen and others of his suite amongst whom, the only man of any respectable appearance that I could distinguish was his Molavy, whom I had frequently seen with him at Benaras. After His Royal Highness had perused your arzee, he said with some warmth, that all attempts to reconcile him to return again to Benaras, would now might avail but at the same time desired me to assure you of his best wishes that he was fully determined not to swerve from the resolution he had taken of proceeding directly to Lucknow, to see the Vizeer whose house, he said, he considered as his own house in the fullest latitude. And also that the Vizeer who was the Minister of the House of Timour had sent for him (hum ko boliah) which were the very words he twice repeated to me. His Royal Highness further added that he had for the space of two months, unsuccessfully endeavoured at Benaras by by every conciliatory means in his power, to obtain (what he termed) his Right which he construed to be the possession of all the effects left by his Father, the late Shahzada Jehandar Shah, whose eldest son he was, and as such, ought not only to inherit his property but also be considered as the Malik or Head of the Family. He dwelt long, and with great apparent anger and mortification on his uncle the Nabob Mokerremuddowlah's (as he said) unfriendly and unnatural conduct to him since the Shahzada's death, and mentioned him by the application of epithets that implied and indeed conveyed sentiments of the strongest aversion. He considered him (the Nabob) as the primary and early cause of all the domestic division and heartburning that had happened, whom he also represented as having appropriated to his own use no inconsiderable part of his deceased Father's effects. His Royal Highness next spoke of the Begum; whom he said, he respected altho she was inimical to him, but that he in a great degree attributed her dislike, to the Nabob Mokerremuddowlah by whose advise and under the influence of whose instigations he (His Royal Highness) said, she was persuaded generally. He also stated that he remarked what you mentioned in the arzee of making up whatever deficiency the Begum could not effect on his allowances for Assar to 5,000 Rs. and of giving him a similar sum also for Sawun, and of continuing such allowances at the same rate, until instructions should be received from the Governor General. But repeated his determination not to return to Benaras whatever inducements might be held out for that purpose, as he had many essential reasons for wishing to see the Nabob Vizeer. He expressed his sentiments on some other circumstances of less note, which, to avoid prolixity and as they did not tend to explain or elucidate further, any of the leading points he had previously mentioned I think it useless to state here. I then asked his permission to hear what I had to urge from you, which he immediately granted upon which I told him, that you had heard with much regret and concern, the sudden resolution he had taken of repairing to Lucknow and the more so, as His Royal Highness had not previously communicated to you any such intention or design. That you had learnt it the instant I left you, and even then, that it was a step so little expected by you, that you did not give entire credit to it and had therefore deputed me at the moment, to ascertain the truth of it, and to assure His Royal Highness in the dearest manner, that as far as depended upon you, no circumstance could afford you more real gratification, than to do every thing in your power to render his situation as happy and agreeable to him as possible until His Lordship's instruction could be received on the subjects referred to the Presidency. I also stated to His Royal Highness that he might recollect the zeal with which you had uniformly exhibited almost every day during these last two months to compose and adjust the unhappy domestic divisions that had arisen between His Royal Highness, the Begum and Mokerremuddowlah a point which you had ever sincerely at heart that in respect to your giving a division, relative to the disposal or appropriation of the late Shahzada's effects, or of determining by your own simple authority who had the best claims thereto, I doubted not but His Royal Highness would on a little reflexion allow, such a division would be not only difficult, but also in a great degree improper in you to prescribe without the instructions of the Governor General and that indeed I myself was of opinion, as His Royal Highness and the Begum could not agree on the subject the orders of the King Shah Allum, would be indispensable and necessary. That till either of these arrived you had proposed what you had conceived to be the fairest mode in the business, that of sealing up all the effects of his late Royal Father, till all claims should be finally determined. That I begged of His Royal Highness to return to Benaras measure which I thought advisable on every principle, both in respect to himself and, until you should receive instructions from Calcutta which might be reasonable expected in 15 or 16 days. That in the mean time His Royal Highness might rest assured, you would with the greatest satisfaction contribute all in your power to satisfy him in every respect and if after His Lordship's instructions were received, every thing was not then perfectly adjusted to his mind he could then depart for Lucknow with a proper escort and in a manner suitable to his dignity the establishment of which, I could safely affirm, to be the wish and desire of our Government. I also represented to him at length, the conception the world would have, of this first step of his public life and his travelling at this inclement season of the year, destitute of every necessary that could make his journey comfortable. As neither he or any of his party had one tent amongst them as well as being totally unprovided with every other convenience of the kind and I observed, that as he intimated the Vizeer had sent for him, he (the Nabob) could never have intended that His Royal Highness should leave Benaras in the mode he now did. Nor could I think such mode would be agreeable to the Vizeer himself or consistent with his attachment to our Government. I therefore urged him, after a great deal of persuasion of this kindto desist from his intention, and used for an hour and a half every agreement and inducement in my power to gain his acquiescence, and concluded by assuring him in the strongest manner that he might depend, upon his return with me, every thing possible would be done to satisfy him. He heard all I represented with much attention, but replied, that if he even were put into the full possession of all his Father's effects and that if all Benaras came to solicit his return, he would not alter the resolution he had taken. Adding that he was going to his own Home for that he considered the Vizeer's House to be so to him as well as to all those who belonged to the House of Timour. He also observed that he minded not the inclemency of the season, as it was most essential to him to see the Vizeer as soon as possible. I again earnestly endeavoured to persuade him to accompany me to Banaras, but to no purpose. I then asked his permission to speak to his Molavy which he accordingly gave, and with whom I then returned, entreating him to use his influence with the Prince not to pursue the hasty step he had adopted, a step which appeared to me to be in every sense not only unnecessary but improper and independent of other reasons might perhaps be productive of bad consequences to His Royal Highness's health. I likewise repeated to the Molavy what I had before said to the Prince, in the fullest manner I was able. The Molavy very willingly undertook this charge and he as well as all the other attendants (who were all aware to the determination the Prince had taken being also destitute of every necessity) endeavoured to prevail on His Royal Highness and this they did in my own hearing but all in vain. I a third time spoke to the Prince myself who retired apart with me, but he told me it was impossible for him to comply with my proposal for that he never could reconcile an acquiescence in it with his own feelings. I still continued to urge him and told him that if he was impelled in any degree to the resolution he had taken by thinking the allowances of 5,000 Rs. per month too circumscribed, they would if he returned with me, be instantly increased to 6,000 Rs. per month both for Assar and Sawun, and that he would receive their amount for these two months immediately, which would make a sum of 12,000 Rs. He finally observed that no inducement could prevail upon him to agree to my proposition and that all I could urge would be only giving myself unnecessary trouble, that he requested I would go back to Benaras, as he was to proceed in his journey with all imaginable expedition. It was then 7 O'clock to the evening and rained very violently when he mounted his elephant, I requested his permission to accompany him another stage which, he assured me was perfectly unnecessary. I however accompanied him to Tarie about 3 koss further on, the rain still continuing all the time, and the road in many places entirely covered with water. He sent several horsemen to me in the course of the way, to persuade me to return, which I did not comply with as I imagined that perhaps the inclemency of the night and the thoughts of experiencing others of the same kind in his route would have an effect to instigate him to comply with your wishes. Upon my arrival at Tarie, I found however I was mistaken, and that he still inflexibly persevered in his intention of going on. Seeing therefore that not anything I could say would avail I requested His Royal Highness to favour me with an answer to your arzee which he did upon my supplying him with materials for that purpose and I therefore took my leave about 10 O'clock at night and I heard, that he intended to proceed on, in about two hours afterwards. I think it necessary to state here, that one of his attendants told me, the Prince had received a letter from the Vizeer about two days before, but he could not inform me of its contents, or whether they were instrumental in inducing His Royal Highness to adopt the step he had taken. The Molavy likewise told me, that the Prince had in the morning, upon his (the Molavy's) representing to him, that he thought it would not be proper for His Royal Highness to depart there from Benaras in so hasty a manner expressed his disapproval of any such advice, and all the attendants unanimously declared, that they were perfectly ignorant of His Royal Highness's intentions, till about ten minutes after he left you in the morning when he ordered them to point out to him the road to Lucknow.

In this narrative I have stated as nearly as I possibly could from the notes I took down at the time, and also now from the very best of my recollection every thing that attended my interviews with the Prince Mirza Hajy since yesterday morning. I am very sorry, I could not prevail upon him to return, but he appeared to me from the very first hour I saw to be greatly bent in proceeding on his journey to Lucknow. Indeed so much so, that the representation of his own attendants against it as well as mine repeatedly and earnestly urged had not the smallest impression upon His Royal Highness's mind.

37. Translation of the requests of Mirza Hajy, the recommendations thereon offered to the Begum by the Nabob Ibrahim Ali Khan and that Princess's replies.

Mirza Hajy's Darkhasts	Ali Ibrahim Khan's Observations.	Princess's replies
1st. I desire to have the third of the succession of the late Prince Jehandar Shah committed to me.	1st. Altho according to law this must depend on the rights of inheritance, yet I submit it as the properest mode to be pursued that of whatever is left after paying the creditors and claimants there be made an inventory to which let the seals of all the 3 Princes be affixed and whatever is expended therefrom let the same bc committed to writing under the notice of the Begum that no person may have any remaining ground of objection.	With regard to the request of Mirza Hajy to have 1/3 of the succession or effects left by the late Prince, altho according to the rules and customs of the Royal family and of great nobles to divide the inheritance or succession, yet as the Nabob has advised that the seals of all the 3 Princes be affixed upon the inventory and as in the 7 article, it is further advised that 5,000 Rs. be settled out of the Paishcush upon Mirza Hajy. By these recommendation a division of the succession is established. Let the Nabob act in such a prudent manner that no one may have cause to object.

Mirza Hajy's Darkhasts	Ali Ibrahim Khan's Observations.	Princess's replies
2nd. Mirza Hajy desires that the allowances to both the Mehals be continued as formerly.	2nd. It appears to me that whatever was settled in the time of the late Prince after the demise of the Khas Mehal should be continued.	2nd. In the accounts after the demise of the Khas Mehal, at Atgawn and Doorbetry Ghaut thus much was in practice. After the Prince's return to the Capital the sum of 181 Rs. 13 As. is entered in the papers as given to the mother of the Khas Mehal, which were given on taking leave. Besides which let it be ascertained whether one jota is inserted.
3rd. Let the Begum give up my effects in keeping.	3rd. Let this be ordered.	3rd. Let the effects be ascertained and proved and taken.
4th. Let the fault of the Nazir be forgiven by the Begum and an order passed that according to former custom he may be employed in his office and attend in the presence.	4th. It appears to me that slaves and household dependants commit faults and that their Masters do also forgive them. If at the instance of Mirza Hajy the crime of the Nazir be for given and that the Nazir remain with the followers of Mirza Hajy it will not be inconsistent with your paternal goodness.	4th. When Mirza Hajy becomes the Master of his own house let the Nazir who has been dismissed from this remain with Mirza Hajy. I having nothing to do therein.
5th. As my monthly allowance during the late Prince's life time was only for my extraordinary expenses and	5th. No observation.	5th. Besides the fixed monthly allowances nothing else has been inserted in the papers.

Mirz Hajy's Darkhasts	Ali Ibrahim Khan's Observations.	Princess's replies
that exclusive thereof I took whatever I wanted. Let a settled allowance be fixed on me equal to my necessary expenses and I have no objection to Gholamee or attachment and service to the Begum.		now whatever is settled, let it be.
6th. & 7th. Let those who are stationed with me paid by me and let no restraint be put on me and let my people have free access as usual to pay their compliments, without any one's being prohibited.	6th. & 7th. In my opinion as her Royal Highness the Begum is discended from the Imperial House of Timour and the Parent of all the Princes and as the age of Mirza Hajy is arrived at maturity, it is advisable that a stipend be settled on him including the Mehals and all their dependants and on every account and at his own disposal to the amount of 5,000 Rs. per mensem such a measure will be gratifying to Mirza Hajy, and tend also to relieve Her Royal Highness the Begum from daily disquietude.	6th & 7th Exclusive of the estimate or statement which on account of Jehanabady and I sent to the Nabob and which he sent to Mr. Duncan there are no other persons stationed with Mirza Hajy and no person is forbid to pay his respects to the said Mirza. With me all the children are a like- And as to the proposal to settle a stipend of 5,000 Rs. for Mirza Hajy and both Mehals dependant on him if exclusive of the 17,000 Rs. lately appointed, the farther sum of five thousand Rupees be fixed for Mirza Hajy certain it will prove means of ending my disquietude and adjusting the good and evil. And the obviating of my disquietude

Mirza Hajy's Darkhast	Ali Ibrahim Khan's Observations.	Princess's replies
		is in your and Mr. Duncans hands. But you should consider how by such writings as these my disquietude can be allayed or my mind set at rest. The power for the rest, is the hands of the powerful.

38. The elephants and horses desired by Mirza Hajy in his preceding letter being arrived from the Begum, (who however writes that she will not admit of more requisition of this kind from the said Prince) they are now sent after him in charge of the Resident's own Jemadar with a bag containing Rs. 1,000 for the Prince's travelling charges and Rs. 100 towards feeding the elephants and horses and the maintenance of the party going along with them. On this occasion the Resident wrote a representation to the Prince, expressing his strong regret at this sudden and unexpected departure but wishing him since His Royal Highness had determined on it, a speedy and safe arrival at Lucknow and for the rest assuring him of his care of Jehanabady's part of the family mentioning the money sent and requesting that he will forgive any omission or faults he may conceive to have been committed towards him during his residence at this place.

The Prince is also informed in the said letter that Jehanabady writes that she is preparing his clothes and that the Resident will forward them the moment they arrive.

39. As the Prince Mirza Hajy is now gone, the Resident thinks it more necessary than ever, that a legal inventory should be made and preserved of the effects left by His late Royal Highness, the Prince Jehandar Shah. Wherefore a letter is to be written to this effect to the Nabob Ali Ibrahim Khan for the Begum's information, and with instructions to him to procure her permission to take such inventory from the period of the demise of the late Prince, that our Government may hereafter be able to give a satisfactory account of the said estate both to His Majesty Shah Allum and to the Prince Mirza Hajy when he demands his share thereof.

The letter is now written thereon to Ibrahim Ali Khan, requesting of him to procure the Begum's permission to have it made, as above pointed out, Jehanabady having sent this evening the wearing apparel of the Prince, it is forwarded by 2 Chaprassies, and a short note from the Resident to His Royal Highness.

40. J. Duncan to E. O. Ives Esqr, Resident at Lucknow. Banaras, the 21st August 1788.

* * * *

I enclose several letters from the Nabob Jehanabady and those of her Mehal to Mirza Hajy which I request you will cause to be sent to His Royal Highness, as soon as you learn where he is. I have hitherto heard nothing of him after Mr. Grant left him, tho' I have made 2 despatches after him of money, horses, elephants, and wearing apparel, hoping they will overtake him on the road.

The Begum has written to me a letter requesting that the Rs. 250 to Maurfat Khan may be regularly paid by you and that the same shall be deducted from her allowances at this place. The formality of a bill is I think unnecessary, as the Begum will deduct the full 5 months from Cheyt to Sawun inclusive in her receipt to me, which receipt being sent to the Presidency among the vouchers of the accounts and found correspondent with the receipts from the Khan aforesaid will, I should imagine, prove completely satisfactory to our superiors.

As Mirza Hajy will expect that I should and did indeed write me to be attentive to the Nabob Jehanabady and to her part of the Mehal during her stay here, and till he sends for her and them to Lucknow I have offered to pay to the said Jehanabady the sum of Rs. 4,000 on account, which with Rs. 1,000 sent to the Prince for his travelling charges, and Rs. 100 sent along with the people who followed him with his horses and elephants for their provender, wili all be deducted as well as the five months allowances to Maurfat Khan from the payment to the Begum for Sawun, now about to be made.

The departure of Mirza Hajy rendering it more necessary than ever to make a complete inventory of the effects left by the late Prince Jehandar Shah, I have represented the expediency of the measure to the Begum and she has consented to the Judge of Benaras Ibrahim Ali Khan's proceeding to draw up a formula and legal instrument of this kind, which will contribute, I hope, considerably to the preservation of Mirza Hajy's right therein.

41. Resident at Banaras to Prince Mirza Hajy.

* * * *

On the 19th of August, your Highness's wearing apparel was sent with a chuprassy, and I conclude that Lucknow is by this time honoured with your

Presence. Since the date last mentioned, I have paid for the necessary disbursements of the Nabob Jehanabady the sum of 4,000 Rs. and 1,000 Rs. we despatched by my Jemadar for the travelling charges of your Royal Highness, making altogether the sum of 5,000 Rs. paid on your Royal Highness's account for one month. I will at no time be neglectful in the care of the Nabob Saheba as no doubt your Royal Highness will learn by her own letters, which you will receive thro' Mr. Ives. My request is complete at your Highness's having by the suggestions of others left this country and the Company's dominions, because according to the expectations we entertained of receiving intelligence from Calcutta, that intelligence has now come which had your Royal Highness remained within the Company's limits would have contributed greatly to your gratification and satisfaction and the particulars thereof would now have been communicated to you. But now that you have thought another path advisable, God grant that it may prove a lucky one, and that it may have a happy end. I entreat for the rest that considering me as one of your sincerest well wishers your Highness will now and then honour me with your Royal commands

42. Prince Mirza Hajy to the Resident at Banaras. From Pratabghur in the Vizeer's dominions, where the Jemadar who went with the horses and elephants came up with him on Wednesday last the 20th instant.

The arzee of that Brother has passed under my inspection, and has given me great pleasure. As to whatever you have written about the pardon of faults what expression or subject is that, since your fidelity and attachment are impressed on my mind, which is in no respect indisposed, on which you may depend. With respect to the 1,000 Rs. which you sent for the Royal disbursements, there was no such necessity for them, but I thought the sending of them back would have afflicted the mind of that Brother. The 3 elephants without jool or cloths, which is not according to my requistions, with an engraved amary and silver and wooden howdahs, with 4 horses who had old saddles, and are in no respect fit for the Royal use, have arrived and it is only in consideration to you that I have kept them in the way of a deposit because only part of what I sent for is come and as to the articles that are there, we, in our own Royal person, are so well acquainted therewith that it thence appears that whatever was useless has been sent. The late Royal Prince prepared here gold and silver furniture and laced jool or Elephants cloths, and had besides English saddles but all this has happened from those who are at present in power and are desirous to prejudice and prevent the effects of that amity which you testify, but this much is the case that you have lent an ear to the words of those who were full of treachery. Whatever has happened, but it is again fitting and just that care be taken of those who had and have vain fancies in their heads, and propose going to the Deccan so as that they do not take and run away with property to the amount of Lacs of Rupees that is merely in deposit and belonging to the Royal Estate. This you will consider as above all necessary, and for the rest you are the master, to act as you think fit. If it please God, after honouring Lucknow with my presence, I will despatch a trusty person to bring the Nabob Jehanabady Saheba. In all occassions be you aiding and assisting to her, and despatch the further necessaries according to the separate list thereof, which you will consider as highly pleasing to me and gratify me always by the transmission of your arzee.

Imaum Bukhsh has with the greatest expedition brought the articles above mentioned which has afforded the greatest satisfaction.

List of articles wanted by the Prince.

2	Velvet saddles
1	Bridle mounted with Gold
2	Elephants, vizt. Run Bahadur and Mohammad Bukhsh.
2	Of the best horses vizt. Murwareed and Serferaaz.
1	Sword and Kattaur, presented by Husen Reza Khan
2	Camels.

A letter is written to the Nabob Ali Ibrahim Khan with a copy of the above list and a request that he will prevail on the Begum to allow the farther articles therein mentioned to be despatched.

Imaum Bukhsh, the Jemadar who carried the thing to the Prince, reports that his Royal Highness seemed notwithstanding what he observes in his letter to be greatly in want of the money sent to him by the Resident and immediately distributed part thereof to procure necessaries among his followers but that all the party appeared in spirits and on the Road to Lucknow.

The said Jemadar adds that the Prince compelled him to accept of a coarse shawl altho he begged to be excused. He produces it, and as it appears of little or no value, he is permitted to retain it, in consideration of the expedition with which he overlook His Royal Highness.

The Resident waited yesterday on the Nabob Jehanabady Saheba, the lady mentioned in the Prince's letter, and she insisted on his accepting of a Khelaut which, to prevent her being offended he thought himself obliged to accept.

A copy of the proceedings of this day and of those of the 18th and 19th instant as far as the same relate to the Royal family are now sent to the Governor General with the following letter.

43. Jonathan Duncan, Resident to Earl Cornwallis, Governor General in Council. Banaras, 26th August 1788.

* * * *

Enclosed I submit a copy of my proceedings relative to the Prince Mirza Hajy, as a sequal to the subject of my address of the 18th Instant.

I have obtained the Begum Kutluk Sultaun's permission to allow Ali Ibrahim Khan, the Judge of the city, to make out a formal inventory of the effects left by the Prince Mirza Jehandar Shah of which I mean to transmit a copy to his son at Lucknow.

After the Nabob Jehanabady leaves this there will remain of the Royal family at this place, the Begum above named, with her son and another young Prince his elder, both children of the late Shahzada together with their uncle Mokerremuddowla and their attendants. I have suggested to the Begum the expediency of reducing her and their establishment to the lowest amount possible and she has promised to propose a reduced one.

44. At the Kutchehery Present. Mr. Jonathan Duncan Resident.

* * * *

Received a Shooka from Mirza Hajy acknowledging the Receipt of his wearing apparel by the two Chaprassies by whom they were sent. It is dated from Haliss. He also desires the President to write to Mr. Ives to be attentive to his Business :—

Read a Shooka from the Begum Kutluk Sultaun, accompanied by sundry letters to be forwarded to the Governor General and proposing to recall her vakeel from the Presidency.

As answer is written to the Begum approving of her intention of withdrawing her vakeel from Calcutta as a means of retrenching her expenses and requesting that she will in pursuance of the intimation already verbally made to her by the Resident be pleased in consideration of the exigencies of the Hon'ble Company's and the Nabob Vizeer's officers to propose a future fixed establishment for herself and family at as low a sum as may be consistent with their comfortable support.

45. E. O. Ives to Jonathan Duncan, Esqr. Resident Banaras. Lucknow, August 26th 1788.

* * * *

I have received your favours of the 18th, 19th and 23rd instant with their enclosures, and beg leave to transmit for your information an extract of my letter of this date to the Governor General relative to Mirza Hajy's assertion of his having been invited by the Nabob Vizeer in Council.

The mode you have proposed of paying Maurfat Khan his 250 Rupees a month is perfectly satisfactory, and I shall give orders for his receiving it regularly.

I have been desired by the Minister to write to you on the subject of His Excellency's Dawk between this and Banaras, to which he says, assistance used to be given, which is now refused. The enclosed Persian memorandum will explain the particulars and I must beg the favour of your enabling me to give the Minister an answer on the subject.

I am happy to hear that the Surat Bills have been accepted.

P. S. I have returned you a letter directed to yourself which you must have enclosed by mistake.

46. Extract of a letter from Mr. Ives, to the Right Hon'ble Charles Earl Cornwallis, Governor General in Council.

As Mr. Grant's letter to Mr. Duncan mentions the Prince Mirza Hajy's having twice declared to him that he was invited by His Excellency the Nabob Vizeer, and one of his followers having informed him that the Prince had two days before received a letter from the Vizeer, I thought it my duty to make particular enquiry into the matter which I have done, both verbally, and in writing and both the Vizeer and the Minister have assured me that neither of them know anything of it. The Vizeer (as the Minister informs me) has only written to him once, and that was a letter of condolence soon after his Father's death. In addition to these assurances, I beg leave to mention that I have seen several letters from Jehanabady and two from the Prince Mirza Hajy to the Nabob written after the Prince had set out, in which they assign as reasons for his coming, the differences which had arisen at Banaras and his determination to throw himself on His Excellency's protection but without alluding in the smallest degree to any invitation from the Nabob, and indeed I am convinced that neither he nor the Minister would venture to take such a step without your Lordship's knowledge.

In consequence of Mr. Duncan's advice, His Excellency sent elephants, camels, and clothes to meet the Prince. He also desired the Begums at Fyzabad to receive him with all due honours (as he means to do himself on his arrival here), but we now find that he has come by another route, and it is expected that he will arrive the day after tomorrow.

47. Jonathan Duncan, Resident to E.O. Ives, Esqr. Resident at Lucknow. Banaras, 31st August 1788.

* * * *

I have received your letter of the 26th August with its enclosure.

As to the Nabob Vizeer and his Ministers denial of having sent for or corresponded with Mirza Hajy, it does not appear to me that such an assertion on their parts can much detract from whatever credibility Mirza Hajy's own seemingly unguarded avowal may be thought worthy of since if they did at all invite him they certainly meant it should be kept a secret. I do not besides see what adequate motive Mirza Hajy could have, in his situation at the time he repeatedly and pointedly made this assertion to frame it, nor his servant separately do corroborate it and more especially as if the servant had thought it necessary to tell a falsehood he would most probably have gone the further length of adding weight to it, by mentioning the contents of the Vizeer's letter which on the contrary he declared himself ignorant of However this may be, it is evident that either Mirza Hajy or the Nabob Vizeer are erroneous in their assertions, as there can I presume, be no hesitation in respect to the fact of the latter's assertions and his servant's corroboration to Mr. Grant. I here bid adieu to the subject, and those who see the correspondence will form their own opinions.

I enclose the copy of a shooka I received to-day from Mirza Hajy. As to the request he makes in it that I should write to you, your perusal of this application is all that can be requisite on the subject.

48. J. Duncan to G.F. Cherry, Esqr. Deputy Persian Translator. Banaras, the 2nd October 1788.

* * * *

The Nabob Mokerremuddowla having visited me this morning, delivered the enclosed Kherretah which he requested I would forward to his Lordship. The Begum told me she had removed this Nabob from the charge of the affairs of the Royal family, because he every month somewhat exceeded in the disbursements of the amount of her stipends from Government. The cause he assigns will be found in his letter. I believe that domestic intrigue and dissension, which unhappily pervade every part of the family have had their usual share in this measure. His Lordship will I hope more favour me with instructions whether any and what allowance is to be made, either separately from or included in the 12,000 Rs. paid to the Begum. His Lordship knows the situation in which Mokerremuddowla came last down, and was here before with the late Prince Jehandar Shah to whom and of course to the young Princes he stands nearly related.

49. J. Duncan, Resident to Earl Cornwallis, Governor-General. Banaras, 9th October 1788.

In a letter written some time ago, for your Lordship's notice to the Deputy Persian translator, I mentioned an application which had been made to me by Mirza Mozuffer Bukht, the 2nd son of the late Prince Jehandar Shah, to obtain a separate establishment, and altho I wrote him an answer discouraging all hopes of this kind, and imputing his suggestion to the interested views of those about him, yet, the Begum Kutluk Sultaun having about the same time discharged the Nabob Mokerremuddowla from her service and the management of the household which he held, as I have already had the honour of mentioning, this circumstance has contributed to increase the dissension between the Begum and Mozuffer Bukht by Mokerremuddowla's encouraging (as I have from the circumstances great reason to believe) the 2nd. Prince's opposition, and aided also by the Begum's not treating him, (Mozuffer Bukht) on a parity with her own son Khorrem Bukht. All these circumstances and motives combining, Mozuffer Bukht comes to me unexpectedly this morning and declared that on account of the Begum's ill behavior to him, he was firmly determined never to return to live under her at Shewalla but had come to take up his residence with me, dropping, however, in his conversation, that he would not be displeased to reside with Mokerremuddowla, whom he also sent for, to countenance him in this remonstrance. The Begum sent also her new agent along with the young Prince, to apprize me that the measure he had thus adopted was owing to the machination of Mokerremuddowla, adding that Mozuffer Bukht intended to behave as Mirza Hajy had done. But this last intention I did not find the Prince Mozuffer to entertan and indeed he is rather too young and helpless to think of it. Things being in this state and Mokerremuddowla and the Nobob Ali Ibrahim Khan being also present, I saw that it was in vain to endeavour longer to prevail on Mozuffer Bukht to return to his old quarters and as his living with me to which he seemed very well inclined might have borne an appearance of partiality on my part, I from necessity countenanced the idea of Mozuffer Bukht's returning to Shewalla to take up his residence in that part of it which is occupied by Mokerremuddowla, who means however soon to leave his present abode there and with the Prince to take a separate house in the town. At the same time I wrote to the Begum, that, howsoever much I regretted and was hurt at the private dissensions in her Royal Highness's family, I could not take upon me to compel Mozuffer Bukht to return to her, and that for the rest she might rely on my best endeavours to do everything in my powers as I have hitherto done, for her service and satisfaction, and to secure a suitable provision for herself and son, altho it might be now necessary to make some deduction from the 12,000 Rs. she at present receives, for the separate support of Mirza Mozuffer.

I am sorry to be obliged to trouble your Lordship with these disagreeable details, but the subject of them is no more than may naturally be expected in an unfortunate family situated as the present is. It can hardly now divide further, nor could it be well supposed to remain long, more united considering the discordant materials it was made up of. I have only to add that till I be honoured with your Lordship's further commands, I shall endeavour to manage among them, as well as possible and assign some thing of course out of the Begum's present allowances for Mozuffer Bukht's present necessary establishment, at the head of which Mokerremuddowla, has (as I suspect) by a stroke of seraglio policy thus placed himself, without however appearing much in the measures that have effected it.

50. J. Duncan to G. F. Cherry, Esqr. Deputy Persian Translator. Banaras, 13th October 1788.

* * *

By my late address to his Lordship the circumstances of Mirza Mozuffer Bukht's separation from the Begum Kutluk Sultaun will be known before this be received.

Mirza Mozuffer Bukht who is a young Prince of very mild manners, and as far as I know of a good enough disposition, but quite inexperienced, having requested permission to address his Lordship on the circumstances of his present situation, I now transmit his shooka together with a letter from Mokerremuddowla on the same subject.

The Nabob Jehanabady has for some days past put me her enclosed address to his Lordship being doubtful whether her correspondence would be expected or agreeable to the Governor General, I have delayed forwarding it but now send it, submitting to his Lordship's consideration, whether or not to answer or to allow of the continuance of this branch of the correspondence. Jehanabady is the adoptive mother of Mirza Hajy, otherwise called Mirza Shakhufta Bukht, now at Lucknow.

P.S. I have not seen Jehanabady's letter to his Lordship because by way of discouraging her form wishing to send it, I declined any inspection of the copy she offered me.

51. G. F. Cherry, Deputy Persian Translator to Jonathan *D*uncan, Esqr. Resident at Banaras. Calcutta, 16th Gctober 1788.

* * * *

I have the pleasure to acknowledge the receipt of your letter under date 23rd 29th September and 2nd and 3rd October with their several enclosures addressed to the Governor General.

I have laid extracts of your letters to me before the Hon'ble Board from whence you will receive his Lordship's pleasure regarding the several subjects communicated in them.

You will herewith receive two Persian letters from the Governor General. one addressed to the Begum, and the other to the Nabob Mokerremuddowla which you will be pleased to forward. Persian copies of these letters accompany for your immediate knowledge of their contents.

52. E. O. Ives, Resident at the Vizeer's Court to the Right Hon'ble Charles Earl Cornwallis, Governor General. Lucknow, 17th October 1788.

Mr. Duncan having some time ago desired me to enquire the Nabob Vizeer's pleasure respecting Mirza Hajy's and Jehanabady's allowances and having lately written for similar information as to the sum he would wish to assign to Mozuffer Bukht (the second son of the late Prince Jehandar Shah) and whether it should be assigned out of the 12,000 rupees now paid to the Begum or otherwise, I thought it best to address His Excellency on the subject in writing requesting in my first letter, which related to Mirza Hajy and Jehanabady. That as your Lordship has forbidden me to interfere respecting their allowances, he would signify immediately to Mr. Duncan his pleasure, in regard to the division of the 5000 Rupees set a part for their joint use and if he intended to increase their allowances beyond that sum, that he would give the necessary orders to his own officers. In regard to Mozuffer Bukht as I did not conceive your Lordship's prohibition extended to his concerns, I requested His Excellency would communicate to me his ideas on the subject.

The Nabob absolutely declines giving any opinion at all on either subject, but leaves the whole to the determination of your Lordship's who he is sure has his interest too much at heart to occasion him any unnecessary expense.

In his answer respecting Mirza Hajy, His Excellency takes occasion to recapitulate his conduct respecting him. That when Mr. Duncan wrote me for his information that His Royal Highness now coming from Benaras without any conveniences which it would advisable for His Excellency to provide for, he had then thought it right to make him presents, but that from the time of being acquainted with your Lordship's displeasure at the manner in which the Prince left Banaras, His Excellency had never paid him a single visit, a mode of conduct which he is determined to continue, so long as His Royal Highness shall remain at Lucknow. That he is also determined not to contribute personally to his expenses, and that with respect to His Royal Highness's allowances, Mr. Duncan must follow such directions as he may receive from your Lordship, whose wishes are all that His Excellency consults, and whose friends are his friends, His Excellency having no concern with and care for any one else.

I have used my endeavours to prevail on the Nabob to give up the determination he has made of avoiding all intercourse with the Prince, observing that however delicately your Lordship has expressed yourself, your sentiments on that point are sufficiently clear from your late letter to His Excellency, but he appears resolved to adhere to it so long as your Lordship's prohibition to me continues in force.

I am somewhat as a loss to account to my own satisfaction for the line of conduct the Vizeer has chosen as well in discontinuing his visits to Mirza Hajy as in refusing to interfere respecting his allowances I am apt to believe that to the professed reason of a desire to conform to your Lordship's sentiments 'there must be some degree of pique-arising perhaps from an idea that the prohibition I have received respecting my personal attendance on the Prince, conveys a lot, it censures of His Excellency for the great attention paid by him on His Royal Highness's first arrival, a mode of behaviour which His Excellency believed at the time, to be conformable to your Lordship's wishes, in which idea, I confess that my sentiments confirmed him.

However this may be I fear that unless your Lordship interferes, the allowance both to Mirza Hajy and to Mozuffer Bukht will remain in a state of suspense and it appears to me that if your Lordship should think it worthwhile to attempt bringing the Vizeer adopt a different line of conduct towards Mirza Hajy who is certainly too young and inexperienced to be left entirely to his own guidance, the most likely method would be for your Lordship to write His Excellency to some thing like the following purport that your Lordship apprehends, from what you have heard from me, that His Excellency imagines you are dissatisfied with the favourable reception he gave to Mirza Hajy on his first arrival, that so far from this being the case, it was in your Lordship's opinion only informable to the relation in which His Excellency stood to the Royal family, that though the manner of the Prince's leaving Benaras was such as to require your shewing some marks of your displeasure, yet you were of opinion that you have sufficiently done so by prohibiting the Resident from visiting him and that you think it right to repeat your recommendation to the Nabob to renew his intercourse with His Royal Highness for the reasons before assigned as well as to oblige your Lordship who would be unwilling that the effects of your displeasure should be carried further than you intended.

Such a letter as this, should your Lordship think it proper, it would I should hope, have the desired effect and in regard to the allowances, I have not a doubt but His Excellency would authorize with alacrity such as you might think advisable within the Rs. 25,000 per month originally assigned to His late Royal Highness Jehandar Shah. Perhaps 11,000 to the Begum, 4,000 Mirza Hajy, 15,000 Jehanabady and 3,000 to Mozuffer Bukht might be as unexceptional, an allotment for the present, as could be thought of as they advance in age they might be respectively increased to the extent of the 2,500 Rupees per mensem. That your Lordship, may have the advantage of Mr. Duncan's sentiments on this subject. I shall forward to him this letter open for his perusal.

I have the honour to be with the highest respect.

53. Correspondence between the Begum Kutluk Sultan and the Magistrate of Banaras rendered at Banaras on the subject of the late Prince Jehandar Shah's tomb. The Begum to the Resident, dated the 30th November, 1788.

After compliments. In the life time of the deceased Shahzada, the English gentlemen incurred an expense of fifty thousand Rupees for making a Residence for him. Now that he is walking in the Garden of Paradise, his tomb which was built is laid aside. As the building of the tomb is highly expedient and necessary, and with me the only fault is inability wherefore as it is proper that the tomb as usual should be carried on; if there should be occasion in this instance for the permission of my exalted Brother the Governor General, that Brother of similar spirit (you) will inform the above mentioned exalted Brother of these circumstances and request permission for finishing the tomb, should you wish it. I will also address that exalted Brother.

54. The Resident to the Ibrahim Ali Khan, dated the 30th November 1788.

I enclose you a Shooka from the Begum. Will you, sir, enquire who ordered the Shahzada's tomb to built, and in what accounts the expense of it was included and inform me of the result.

55. Nabob Ibrahim Ali Khan to the Resident, dated the 5th December 1788.

* * * *

I have received your favour bearing date the 30th November, 1788, enclosing a shooka from the Begum and desiring me to inquire who ordered the Shahzada's tomb to be built and in what account the expense of it was placed after informing myself of the circumstances to report to you the result.

My benefactor ! The case is this, that I, according to the Begum's orders and the written desire of the Nabob Mokerremuddowla had the materials prepared for the tomb under the charge of Mirza Nazer Bakee Beg Khan and pointedly told the aforesaid Nabob and Sadeek Ulla Khan to have a man of theirs' stationed at the work shop of the tomb. They both said this who can be a more proper man than Nazer Bakee Beg Khan. According thereto, there was expended the sum of Rs. 1,778/8/6 from the 25 Shalaun 1202 Hy to the 25 Moharrum 1203 Hy. This said sum was paid by the Adalat treasurer to the workmen. The paper of expenses was sent to the Begum for her signature, and twice (when forwarded) it was returned signed. Whenever I represented to the Begum respecting the defraying of the above sum, she never gave me a proper answer; as it has not as yet been paid, the carrying on the tomb has been put a stop to. I have a demand of the aforesaid sum. I have stated this for your information.

56. Ibrahim Ali Khan to the Resident, dated the 3rd January 1788.

* * * *

I have received your letter bearing date the 3rd January to the effect that you had received a Shooka from the Begum relative to building the holy tomb. But that you did not know how much it would cost for me to request from the Begum a statement of it and send it to you my benefactor. According to your desire I have made the request to the Begum, and the statement shall be forwarded to you. I have expended from the Adalat treasury, the sum of Rupees 1,778/8/6 in building the holy tomb, as I before explained to you and which I do again hoping from your favour and kindness to have it repaid from her allowance received from the presence.

57. Ibrahim Ali Khan to the Resident at Banaras. Dated the 13th January 1788.

* * * *

In compliance with the contents of your letter I requested the Begum to favour me with an estimate for the building of the deceased Shahzada's tomb, that it might obtain your sanction, and be carried into execution. But she has not favoured me with an estimate for building the tomb yet has sent me a Shooka enjoining the completion of it, which I enclose you will see it, and at perusal, I desire you will oblige me with a letter that may return an answer according to your wishes.

58. The Begum to Nabob Ibrahim Ali Khan............

After compliments. The arzee of that fortunate child hath attained my exalted sight. What you mentioned that Mr. Duncan had desired you to request of me a statement for the building of the sacred tomb of the Shahzada resting in Paradise, and then to send it to him my child a statement for the building of the sacred tomb, can be made in an eligible and approved manner by that child, and that Brother of similar spirit, Mr. Duncan my agent cannot execute it and who can there be more proper. You must both be well acquainted with the plans of tombs belonging to former things. But an account of the enormous expenses of the Company and the nature of the times, which are connected with difficulties, I cannot think of adding to their troubles and charges. The building of the chowtra, mahesser, the square, the temple and well are highly necessary. There remain now but two or three months of the times allotted for lamentations, and there is no probability of its being finished. Wherefore I am excessively grieved and agitated. It is expedient for that fortunate child to inform that Brother of similar spirit, and to order the necessary materials for completing it. By the Grace of God may the English gentlemen find an opportunity according to my heart's desire, and they will then build it like the tombs of former Kings. Now whatever of the necessary past can be finished will be the means of dispelling my anxiety.

59. Begum to the Resident.

* * * *

After the usual compliments. I learn from arzee of that fortunate child Ibrahim Ali Khan Bahadur who in answer to my Shooka ordering the building of the holy tomb (and of which I also gave that Brother information) tells me that on relating to you the circumstances you wished to have a statement of what the tomb would cost from me, that you might understand the subject.

My Brother, my agents considering the confined state of affairs, have made an estimate of Ten thousand Rupees for building the holy tomb. After the expenditure of this amount as it is so small, should there be occasion for any more it may be considered.

60. Nabob Ibrahim Ali Khan to the Resident. Dated 23rd January, 1789, 25th Rabiul Sani, 1203 Hy.

* * * *

After compliments. The deceased Shahzada left a favourite servant with child, who remained with Jehanabady. She is now brought to bed of a son which has given great pleasure to the Shahzada's family. Nabob Jehanabady before sent me word "that there was a bedstead and mounting of silver belonging to her that was under the care of Darogah or Superintendent of the dormitory and as now the time approached of this woman's delivery it should be sent for." This I before informed you of. The Nabob Jehanabady has again written to me that a son is born and that I should inform you and send her the said bedstead and mounting and as I do nothing there without informing you and receiving your orders this notice is sent you, and as I am informed from others that the said cot is her own property, therefore I write this that as a son is born, it is necessary that the cot should be given and likewise some advances for the expenses out of the Paishcush money because the said Nabob Jehanabady's dependence is on you.

61. To the Kutluk Sultan Begum. Dated the 23rd January, 1789.

* * * *

I have been honoured with two Shookas from your Royal Highness setting forth the effect of the hatred of the Nabob Mokerremuddowla who has enticed away the Prince Mozaffer Bukht, with intention of carrying him to the Deccan, and expression of your Royal Highness's satisfaction at the conduct of Mr. Duncan and Ali Ibrahim Khan and the other with enclosures mentioning the behaviour of the Mahal Begum towards the Begum Taji Mahal and the particulars relating to the nomination of his late Royal Highness as heir apparent, and that as Mirza Khoorum Bhukt is the son of his late Royal Highness, you desire I will duly consider this matter and exert myself in performing whatever I conceive well for his prosperity and the benefit of the English......sentiments of mind at the conduct of the Nabob Mokerremuddowla who will meet with the proper reward due to his behaviour. On this score your Royal Highness will be at perfect ease. Mr. Duncan who has received the fullest instructions from me in regard to every matter appertaining to your Royal Highness and my formal letters addressed to you, written at the time I was honoured with a Shooka from His Majesty, concerning your Royal Highness's return with the young Princes to Delhi, containing whatever my respect for His Highness's orders enabled me to write. I flatter myself that every particular has been made known to...Bukht on whose inheritance your Royal Highness has been pleased to write. The case is this. That the conduct of respect towards His Majesty and friendship and enmity towards all Hindoostan, which the English have followed, has gained them the name of steadfastness......their friendship and engagements,.........late Prince...also fully acquainted with......the rebel has met with the shameful fate he deserved. That His Majesty's mind has been rendered easy by meeting with his children. This event I pray may restore peace and unanimity to the Royal Family and that by the exertions of His Majesty's faithful servants the throne may be restored to its wanted splendour. For the rest I beg leave to refer your Royal Highness to Mr. Duncan and knowing to a well......will honour me with frequent...... .

62. J. Duncan to Earl Cornwallis, Governor General. Banaras, the 24th January 1789.

The Begum Kutluk Sultan having of late frequently and pressingly applied to me to finish her late husband's tomb, which I do not think myself justifiable in being at any expense about, unless your Lordship shall be pleased to authorise me, I have now therefore the honour to submit, the enclosed translations of all the correspondence that has passed on this subject, whence it appears that the Begum estimates the probable expense at about Ten thousand Rupees besides, between one and two thousand which have already been expended on the occasion by Ali Ibrahim Khan who of course looks to Government for his reimbursement.

The Begum has also remonstrated to me of late against her allowances being reduced to 1,100 Rupees per month, and with my consent (as I told her I saw no other means of effecting either of her objects), she has written to the Nabob Vizeer on the both of the above subjects, applying for her pecuniary aid in respect to them.

63. At the Kutchehery Present. Mr. Jonathan Duncan Resident.

Read the translation of a letter from Jehanabady to the Resident. Received 24th January 1789.

Yesterday evening a favourite of the late Shahzada's who was pregnant was delivered of a son. As the custom of the world are necessary to be observed especially in this Royal House in which all are objects of favour, I therefore write that as you have never failed in what is necessary so it is certain that there will in future be no failure and on my part never wish any thing but what pleases you, yet as on this occasion, I have no choice in regard to the expenses and as the Paishcush money is not sufficient to pay my servants and acceptance of it having been merely to please you, therefore must not be backward on the present occasion but exert yourself as much as possible.

64. J. Duncan, Resident to Earl Cornwallis, Governor General. Banaras, the 25th January 1789

I have the honour to enclose translations of two letters addressed to me from which it appears that one of the concubines of the late Prince Jehandar Shah has been brought to bed of a son.

The Begum Kutluk Sultan altho she does not expressly deny the child's being the son of her late husband yet throws all the suspicion against it in her power by observing as she did to me verbally that she never heard of this woman's being left with child till long after the Prince's death whereas the said woman ought, as the Begum argues, to have declared her state immediately on her master's death as is usually done upon such occasions and that at any rate the offspring must (she thinks) be considered as baseborn and not allowed parity with the other children.

In all this there is evidently a great appearance of enmity towards the mother of the new born infant, which is easily accounted for from the said woman's living under the protection of Jehanabady, another of the late Prince's wives and one of the principal rivals of the Begum's state and dignity.

The said Jehanabady has applied to me to advance some money on the present occasion. But I see no real cause for it as the 2,000 Rupees she draws appear to me amply sufficient and I have only again to express my hope that your Lordship will see meet to desire the Resident at Lucknow to advise Mirza Hajy (with whom Mr. Ives is I hear, again on terms of official correspondence) to send for all the Nabob Jehanabady's part of the family to Lucknow as the best means of easing the Company of the encumbrance of an advance to her and this part of the late Prince's family as well as of effectually obviating the grounds of the constant disputes that exist between the two Royal widows at Shewalla.

65. G. F. Cherry to Jonathan Duncan, Esqr. Resident at Banaras.

I have the honour to receive your letter under date 26th December last and covering a Shooka from her Highness the Begum addressed to the Governor General.

I enclose an English Copy of the reply accompanying it, for your information of its contents, and I am directed, to request you will present the Begum with the customary nuzzer of 51 gold mohurs on the part of the Governor General in return for the Khellaut and in counsel brought down by peons. Illahee Buksh and Lalla Muckun Lall and which would have been sent by them was it not probable their return would be tedious.

His Lordship refers to you for further particulars relative to the subjects contained in the Shooka from the Begum and the present reply to it, and I am directed to mention that the general intention of the reference is nothing further then the general purport of all preceeding letters from his Lordship to which the answer also points.

66. J. Duncan, Resident to G. F. Cherry, Esqr. Persian Translator. Banaras, 29th August 1788.

* * * *

Having this morning paid my respects to the Begum Kutluk Sultan she delivered to me the enclosed Shooka addressed to the Governor General containing her congratulations on His Majesty's recovery, and hearing that on this joyful occasion there is to be on the 3rd. of next month a general illumination thoughout the City of Benaras, Her Royal Highness of her own accord declared her intention to join in it, by lighting up the quarter of her residence at Shewalla.

At the earnest request of the Nabob Jehanabady, I also paid her a visit this morning, when the young posthumous son of the late Prince Jehandar Shah was old and bears every striking resemblance to his late father.

67. To Jehanabady Begum. Dated the 28th September, 1790.

Mirza Mehdy Beg arrived and delivered me your letter recapitulating that received 25 August 1790, the contents of which I have perfectly well understood.

After the usual complimentary acknowledgements of the Begum's civility in inquiring after the Governor General's health his Lordship informs her that as Mr. Duncan is commissioned on the part of the Governor General to pay every attention in his power to the famiy of his late Royal Highness, and His Lordship is well convinced that Mr. Duncan omits nothing to render their situation happy. Therefore, with a view of saving an unnecessary expense, his Lordship has desired Mirza Mehdy Beg to return to the Begum's presence. His Lordship further desires that the Begum will hence forward communicate to Mr. Duncan such circumstances as she wishes should be made known to him, not doubting but that gentlemen will immediately write to his Lordship relative to them. He also remarks that as he considers the Begum Kutluk Sultan in every respect the principal of his late Royal Highness's family he has communicated only with her on such matters as relate to the family, and for the same reason as induced him to adopt this measure at the commencement he now wishes to preserve in it.

Further particulars will be known from the conversation of Mirza Mehdy Beg.

68. G. F. Cherry Persian Translator to Jonathan Duncan, Esqr. Resident. Calcutta, 4th October 1790.

* * * *

A person named Mirza Mehdy Beg arrived here some time ago and delivered a letter from the Begum Jehanabady to the Governor General. His Lordship notwithstanding he had hitherto declined receiving letters from and corresponding with any part of the late Prince's family residing at Banaras, except the Kutluk Sultan Begum, whom he is pleased to consider as the head of that family there, yet in consideration of the arrival of the person above named has permitted him to deliver the letter and has thought proper to write an answer to it. He has directed that the answer should be delivered to Mirza Mehdy Beg and that he return immediately to the Begum's presence.

The answer has accordingly been delivered to him and a copy of it is enclosed for your information of its contents. From it you wiii observe the reasons alleged by the Governor General for sending Mirza Mehdy Beg back to Banaras. But I am directed further to advice you, that his Lordship by no means wishes to hold correspondence with any of the late Prince's family at Banaras, save the Kutluk Sultan Begum and that hence forwarded no letters but from her will be received. You will be pleased to embrace the most favourable opportunity to inform the Jehanabady Begum of these particulars and assure her that thro your such circumstances as may appear necessary to be communicated to the Governor General will be attended to, and every possible civility paid her by you.

69. To the Kutluk Sultan Begum. Dated the 10th November 1790.

* * *

Some months are elapsed since I did myself the honour of communicating to your Royal Highness the necessity that existed for resenting the injury offered to the Company by Tippoo Sultan in the attack he made on the country belonging to the Rajah of Travancore our ally and at the same time informed your Royal Highness of my intention to go to Madras to take upon myself the immediate direction of the war that had been commenced against that Chief, inconsequence of his wanton and unprovoked conduct. But that receiving soon after the information that General Meadows was nominated to the Government of Madras, and that he was expected to arrive at that Presidency without delay, I took into serious consideration the inconveniences that might result from my absence from hence and on General Meadows arrival at Madras, I resolved to postpone my departure at that time, and informed, your Royal Highness of my resolution.

Having now had full opportunity to adjust such matter relate to the internal concerns of this Government and considering that the affairs of the Presidency of Fort St. George are equally entrusted to my control, I am induced by my anxious wish for the prosperity of the Company's Governments in every Part of India, to avail myself of the season now approaching for going to Madras with expedition for the purpose of conducting the war against Tippoo, and shall set out as soon as a proper vessel can be prepared for my con veyance.

I think it incumbent on me to inform your Royal Highness that my absence from hence will be no longer than shall be absolutely necessary for exacting ample reparation for the injuries that we and our allies have sustained from Tippoo and for bringing the war to a happy and honourable termination. After accomplishing those objects I shall be in haste to return to the performance of the duties of my station in Bengal.

For further particulars I refer you to Mr. Duncan and hope that I shall frequently be made happy with the news of your health.

The several letters in the above are sent to their respective address.

70. Jonathan Duncan, Resident to the Hon'ble Charles Stuart at Fort William. Banaras the 5th June 1792.

* * * *

I received on the 30th of last month a letter from the Resident at the Vizeer's Court advising of the likelihood there was that Mirza Hajy (the eldest son of the late Prince Jehandar Shah) would visit Benaras, and advising me in that event from the best judgment he could form of the—neither to pay to that Prince "myself, nor suffer others to pay him any complimentary" attentions, till the pleasure of the Board be known "unless it be such as might seem necessary to induce" him to relinquish the prosecution of his design of "remaining in the Benaras District, without the previous consent of Government".

This opinion of Mr. Ives I take to be founded in the displeasure of Government at Mirza Haji's abrupt departure from this in August 1788 and the inconveniences which (as appears from Mr. Ives letters to his Lordship of the 27th of May last) his Lordships foresaw to this Prince's being allowed to return here, in so much that the Resident at Lucknow intimates his opinion that his Lordship cannot be induced to consent to it.

Under these circumstances having no more particular or better line of information than the light thus furnished by Mr. Ives, I have considered it was consistent with the plain line of my duty to adhere thereto and therefore, when last night the Nabob Ali Ibrahim Khan sent me a Shooka, which a servant of the Prince (who is said to be arrived at Papmore) brought to my address I have thought myself obliged to reply to it, in the manner that will be found in the accompanying translations and should Mirza Hajy come in the time to Benaras, I shall take any notice of him as, under the circumstances above translated, I think myself quite precluded.

PART II

THE JUDICIAL SYSTEM.

/1. Banaras, the 27th January, 1788.

* * * *

The Resident taking into consideration the intentions of Government in respect to the appointment of a judge on the part of the Honourable Company to the town of Ghazeepoor, has this day appointed Molavy Omer Ulla to that charge and granted to him the following Dustuck or Sunnud—

Appointment to the excellent Molavy Omer Ulla.

Whereas as the Right Honourable the Governor General in Council hath from a due regard to the welfare and happiness of the inhabitants of and resident in the town of Ghazeepoor been pleased to order tnat a Hakim or Judge be appointed to hold a Court in the said town to administer Justice in all causes Civil and Criminal appertaining to the same and to be also Magistrate for the police in the said town, the office of Hakim or Judge of the said Court and the control of the police of the said town is therefore committed to and vested in you; it is necessary that all the gentry merchants inhabitants and the people at large within the limits of the said town knowing you to be the confirmed Civil and Criminal Judge and Magistrate for the police thereof, be obedient to you as in right and all persons who shall have cause of complaint or representation where the subject thereof lies within the local jurisdiction assigned to you or in regard to any cause, where the defendant is within such local jurisdiction, are with the utmost confidence to prefer their complaints to you in the said Court whereupon you are to issue a summons for the attendance of the defendant and having caused his or their appearance in the Adawlat you are int he presence of both parties in the Public Kutchehery and before the officers of your court to hear the cause and to decide thereon in causes of a civil nature such as property, debts, mortgages or the like (which are distinct from the faujdari or criminal branch of your office) according to the Koran and the Shaster that is, according to the Koran in causes where the Mohammedans and according to the Shaster where the Hindoos are respectively defendants. And as the views of administration are entirely bent on the increase of the prosperity and happiness of those who are under the shadow of the Company's Government it is certain that the inhabitants of the town of Ghazeepoor will consider the establishment of the present Court as the most evident proof of such favourable depositions and considering how much this measure tends to their security and welfare, will all remain thankful and grateful for the advantages thus conferred on them. Your own duty in the station now conferred upon you is to attend to the faithful and conscientious discharge of the functions entrusted to you, and to exert your utmost endeavour towards the preservation of the peace within the limits of the town, so as to restrain those who from evil disposition might be inclined to it from all breaches of it, and to punish those who actually commit such acts. To the end that the inhabitants of the town and passengers and travellers and merchants and traders may find security in the town from all risk and danger; and all persons having cause of complaint relating to any matter in the said town or to any person being within the limits thereof are to deliver in their plaints to your Court, whereupon you are to summon the defendant, and having caused his appearance in the Adawlat, you are in the Public Kutchehery and in the presence of your officers to enquire into such causes as are of a civil nature as above described and to decide the same according to the Mohammedan or Hindoo law as already prescribed.

In causes of a criminal nature, such as murder, robbery or theft and other criminal offences, you are to do justice in regard to these according to the law of the Koran and to pass your Fatwah or sentence, being yourself empowered to inflict the punishment as far as 20 stripes or a week's imprisonment without reporting the case. But in case of sentences pronounced for greater punishments you must send a copy of the proceedings on the trials to me and after my returning the sentence approved, it will be executed. You are to be careful and to enjoin the Kotwal not to allow any thieves, night robbers or murderers to remain within the limits of the town, and if any person's goods be stolen, robbed or plundered you are to cause the Kotwal to discover the goods and return them to the owner and to bring the thieves or robbers after due enquiry to punishment and if the Zamindary Matahids or Amils in the districts of Ghazeepoor give shelter to any thieves, robbers or murderers from the town you are to write to them that they may apprehend and send them onto you, and if they do not conform to your requisitions you are to advise me that proper measures may be thereupon taken.

You are not to interfere in any respect with the business of the revenues or of the Custom House. You are to keep regular proceedings with a specification of the dates of the receipts of each arzee, and of the proceeding and decision thereon, of which you are monthly to send copies to me under your seal. You are to be particularly attentive that neither by your own act or that of any of your officer's the least undue vexation or injury be committed towards the inhabitants of the town, and you or your officers and servants are not to receive from any person either voluntarily or otherwise any gift or consideration whatever in money or otherwise, and whoever shall be found guilty of any act of this kind shall be punished in an exemplary manner and shall besides be obliged to make good three times the amount.

Finally, you are to be convinced that the object of the present institution is entirely to secure the welfare and happiness of the inhabitants and for the protection of travellers and passengers and the administration of justice to complainants and the punishment of evildoers. You will therefore direct all your attention and shape your conduct in such manner as that the wishes of Government may be fulfilled, and so as that your honour, reputation and good name may be known to the Right Hon'ble the Governor General and to the Gentlemen of Council of Calcutta.

72. Dated the 27th of January 1788.

* * * *

The Raja is now informed of the above appointment by a Parwanah of which the following is a translation :—

Parwanah to the Raja.

Be it know to Raja Mahypnarain Zemindar of Banaras.

In conformity to the part of the Parwanah to you of the 7th of October 1787 which specifies that in the town of Mirzapoor and Ghazeepoor and Jeonpoor there shall be chosen and appointed Hakims or Judges and Magistrates from amongst the natives of this country to administer justice to the inhabitants of those towns respectively without being dependant on the Amils or Collectors of the Revenue, it is now signified that according to the orders of the Right Hon'ble the Governor General in Council the respectable Molavy Omer Ulla hath been nominated to the office of Hakim or Judge and Magistrate for the public of the city or town of Ghazeepoor and he will enter on his function from the 1st of February ensuing. It is necessary that you notify this to the collectors of the revenue and the Customs at Ghazeepoor that they may not from that date and exclusive of their own revenue departments interfere in any respect in the administration of justice or in that of the Kotwali or police within the limits of the town in question, but in every proper instanee co-operate and assist in the confirmation of the authority of the new Court. You will also cause the present measure of Government to be proclaimed throughout the town two days previous to the first of February and cause the 2 enclosed copies of a notification I have myself prepared on the subject to be affixed one at the Revenue Kutchehery the other at the Custom House. (Sd.) J. Duncan.

73. Translation of the notification now also prepared and issued to Molavy Omer Ulla is as follows :—

* * * *

Whereas the Right Hon'ble the Governor General in Council has from a due regard to the welfare and happiness of the inhabitants been pleased to direct that a Court of Adawlat shall be established on the part of the Hon'ble Company's Government in the town of Ghazeepoor to administer justice in all cases to the inhabitants thereof and to all persons within its limits and to have the charge of the police of the said town and the maintenance of the public peace in and throughout the same, the present Resident of the Province of Benaras being now at Ghazeepoor doth hereby signify and proclaim to all whom it may concern the intention of Government in this respect. In further pursuance of which he hath moreover appointed as Judge of the said Court in its Civil and Criminal department and Magistrate for the maintenance of the Police of the said town the Molavy Omer Ulla to whom all persons resident in or being for the time being within the limits of the town of Ghazeepoor considering the said Molavy as fully and permanently authorized to execute and act in the duties above described are required to pay due and full obedience to his proceedings as becomes peaceable and good subjects of the British Government which having nothing more at heart than the general prosperity and happiness of all those persons living under its protection of which the present institution must be thankfully received and acknowledged as a striking proof. On the present institution all persons having cause of complaint where the cause of action lies on the person complained against is within the limits of the said City, are with the utmost freedom and confidence to prefer their petition to the Judge aforesaid who will proceed to summon the defendant and to try and decide on the cause as the laws of the Koran or Shaster direct. In cases where parties may be dissatisfied with the decision of the said Judge they may regularly appeal to the Resident at Banaras. A copy of the instructions which have been prepared for the guidance of the said Judge in the discharge of the functions dependent on him is at all times to lie open in the Court and to be accessible to all men, and another copy is for the sake of the greatest possible notoriety deposited at the Kutchehery of the Custom House of Ghazeepoor and in the Raja's Revenue Kutchehery in the said town, besides which copies will be delivered and distributed by the Resident to all persons applying for them that all parties may be duly and fully informed how to proceed in their suits. All which regulations are to binding and no others to be introduced in their stead or by way of alteration or amendment thereof till such new or further regulations shall have been publicly notified and proclaimed. During the period of one complete month from the period of their arrival at Ghazeepoor, to the end that the inhabitants of the said town may at all times know and be aware of the laws by which they are to be bound and by which their personal property are to be secured to them. The Collectors of the land revenue and of the customs are not to interfere in the administration of justice or in the police of the said city, excepting in cases appertaining to the revenue, but are in every due and just respects to be aiding and assisting to the present Magistrate. And with respect to the thieves, robbers and murderers, who coming from the neighbouring districts, commit theft and robbery in the said town, the Magistrate now appointed having traced out their haunts will write to the Amil of the places. So in conformity thereto to send such person or persons into the said Judge or Magistrate's Court, which is to take place and commence its functions from the 8th of February 1788. Limits of the town of Ghazeepoor for the purpose of ascertaining the local jurisdiction of the Judge :

On the East the Tikea of Abdul Wahid

West, the Tank of Pahar Khan and the Immambarrah.

South, the Ganges.

North, the village of Kytolea,

Dated at Ghazeepoor the 27th day of January 1788.

(Signed) Jonathan Duncan Resident.

74. Molavy Omer Ulla delivers in the following requests to which the Resident annexes his answers by way of instruction for his guidance :—

Wajib-ul-arz of Molavy Omer Ulla with the Resident's answers to each.

1. Let not the words of Calumniators and evil intentioned persons be approved without proof.

Answer. They shall not.

2. Let the officers of the Adawlat be of my choice, for if recommendations be made the business of Government will not be well executed.

Answer : No recommendations shall be made.

3. I will not accept of the recommendations of any one but yourself. If any one complains to you on this account let it not make any impression on you, without proof.

Answer : Certainly no recommendation are admissible in the administration of justice.

4. Let the Revenue Collector of Ghazeepoor be prohibited from hearing the causes that arise in the town, and let him be directed to send them to the Adawlat, and let him transfer the towns people now in custody on Civil or Criminal actions to me,

Answer: An order will be issued to the Raja in conformity to this request.

5. Am I to hear or not, complaints made by the Zamindars against the Amil or collector of the revenue.

Answer: No. Not Revenue causes.

6. The Cauzy and Muftee of Ghazeepoor attended to seal the decisions, are they to have wages or fees. As I understand that they have now no settled rusoom or fees, I hope you will fix their fees that they may take those and nothing more.

Answer: Their seals are not necessary on the decision, the seal of the Court and the attestations of the Court Molavy and Resident being sufficient.

7. As the institution of the Adawlat is intended for the general welfare and the security of all persons high and low who live in Ghazeepoor, I therefore, represent that if the authority of the Collectors of the Revenue and Customs remain over the inhabitants relative to the exaction of fines, Nuzerana, Bhent and Begar the inhabitants will still continue greatly distressed; I therefore propose that they be ordered not to interfere and that if they have occasion to seize or confine any of the Ryots here, they should first give me notice, and be prohibited from collecting anything in the town exclusive of the date on goods that are imported.

Answer: The Collectors of the Revenue and Customs retain no authority in the administration of the public concerns of the town, but in case of any man who is in balance of revenue and takes refuge in the town, you are on the application of the Revenue Collector to commit him to Customs Collector that the revenue in demand from him may be realised.

8. There will be a necessity for some Dawk establishment here. I understand there is a Dawk passing on the part of the Honourable Company on the other side of the river at the distance of about five koss. I request to be allowed a few Harcarras to send the correspondence to meet the Dawk there.

Answer: There is no occasion for any addition to the establishment on this head. Whenever you have occasion to send letters, you may do so by one of your Badge peons, to the Dawk Chowky at Zemaneah and those letters that I send will be left at the said Chowky.

9. Be pleased to direct how the prisoners are to be supplied with provisions.

Answer: Persons confined on civil actions are to be supplied by the plaintiffs with an allowance equivalent to their subsistence or in case of th plaintiffs neglecting to make such an adequate allowance such prisoners are to be released. In regard to persons confined for criminal offences you are daily to supply them with a sufficient subsistence which will be defrayed to you by me at the end of every month.

10. It is necessary to confer Khellauts on the officers of the Court at the time of their first taking their seats in it.

Answer: This will be done.

11. As this is a great thoroughfare for the Military passing and repassing and also for the English Gentlemen, many broils are occasioned by seizing the people etc., and the Ryots and poor people of the town are thereby greatly distressed, which is the occasion of many disputes, disturbances and difficulties. I hope you will therefore be pleased to order that no one shall seize people against their wills or take any thing by force and that you will publish an advertisement to this purport and furnish me with a copy of it that I may know how to act, and if any Gentleman passing here should be in want of servants or people, I will on his applying to me get him supplied and settle what he is justly to pay for their allowances. If this takes place it will be a great and manifest relief and benefit to the inhabitants here.

Answer: No persons are to be seized. I will leave an advertisement with you to this purport in English—which you may send as occasion may require by a Chobdar or Peon to such gentlemen and they will certainly attend to it. But in case of any European soldier happening to come into the town and from drunkeness or madness--beating or ill using the people, you will send a party of the Guard or Sepoy that will remain stationed with you and having seized such person or persons send him immediately in a boat to me at Benaras giving the sepoys who may accompany him, wherewithal supply him with victuals on the road.

12. The following advertisement is now accordingly prepared to be left with the Judge. Ghazipoor, the 27th January 1788.

* * * *

Where as the Right Honourable the Governor General in Council has been pleased to institute a Court of Civil and Criminal Justice for the town of Ghazeepoor and the limits thereof and Molavy Omer Ulla having been appointed Judge thereof on the part of the Hon'ble Company with the charge of the Kutwaly as Magistrate for the Police of the said town and its boundaries; and whereas great complaints have been made by the inhabitants of the said town that they have been liable to be seized as servants for the boats and necessaries of military detachments or of Gentlemen passing and repassing by the said town and have also had their property taken away against their will on similar occasions and that on others the coolies, bearers, dandies and others thus pressed into service have either received no part or not the full and due rewards of their labour and that European soldiers have come into the town and beat and abused the inhabitants, it is therefore hereby signified to and requested of all officers proceeding with detachment not to allow their men especially Europeans to come into the said town-and of all British subjects and Europeans in general, who may have occasion to stop those at Ghazeepoor, that they do not send their servants or sepoys into the said town or its limits to provide themselves with the necessaries or people, they may have occasion for but apply by letter to the Magistrate who has instructions to be attentive to all such requests and will cause them to be complied with to the utmost of his power, on the money which may be payable on that account for the purchase of such necessaries or the wages of the people wanted being sent to him. And as this regulation is intended entirely for the public good the convenience of travellers and the preservation of the national honour which is interested in the prevention of disturbance between or on the part of Europeans and the natives, it is confidently hoped that it will prove acceptable to the public, and that every persons will act up to the spirit and meaning of it.

75. J. Duncan to Major Mac Donald, Commanding at Benares. Ghazeepoor, 27th January 1788.

* * * *

Having established at Ghazeepoor a Court of Civil and Criminal justice and appointed Molavy Omer Ulla Judge thereof on the part of the Hon'ble Company, I request you will station a guard of about 15 men to remain in that capacity under his orders. This party may be relieved as often as you judge necessary.

The following establishment is fixed for Molavy Omer Ulla as Judge and incharge of the Police of the town of Ghazipur.

Establishment of pay and allowances to Molavy Omer Ulla Judge and Magistrate of the town of Ghazeepoor from the 1st of February 1788.

To Molavy Omer Ulla for his own salary at the rate per month of Rs. 400. Officers under him in the Adawlat.

1 Molavy......per month......	Rs. 25
1 Pandit ......do	25
1 Moonshy...do	25
3 Mohrirs or Clerks...at Rs. 10 in all	30

1 Nazir and his Naib to be head of the peons and to have charge of the goal	15	120
1 Mullah to swear the Mohammedans	5	
1 Bramin to swear the Hindoos	5	
2 Chobdars at 5 Rs. each	10	
6 Badge-peons at 4 Rs. each	24	
1 Duftaree	4	
1 Furrash		
1 Corah-Burdar	4	
1 Durwan	3	59
House-Rent for the Court		20
Kutwalee or Police Dept.		
1 Kutwal and his Naib	25	
15 Badge Peons at 4 Rs. each per mo	60	
17 Watchmen	51	
1 Crier	4	
1 Doctor	10	
1 Trumpeter	4	
1 Executioner	4	158
Papers, pen and ink for both Depts		17
Total per month Benares Rs.		774

76. J. Duncan to Earl Cornwallis Governor General in Council. Jaunpoor the 1st March 1788.

* * * *

I have the honour to inform you that I have this day appointed and publicly invested Muftee Kereem Ulla with the office of Judge of the town and Suburbs of Jaunpoor and of Magistrate for the Police thereof with the same sunnud of investiture as granted to the Judge and Magistrate of Ghazeepoor and the same Oath of office as was taken by the last mentioned Judge has been also administered to the present one. The Raja was in like manner present at his public investiture and was previously furnished with the same form of notification of the institution as took place at Ghazeepoor.

There being in the town an old Kella or Fort, which at the time of my arrival was occupied by the temporary Collector of the Revenue. I directed him to find another place for his Kutchehery and have assigned the Fort for the accommodation of the Judge which will not only save the monthly charge of the house rent, but have the best effects on the minds of the inhabitants of the town in establishing the authority of the Judge, who as the immediate representative of Government within the limits of his Jurisdiction, is certainly more properly seated in the Fort which is the undoubted property of Government than the person who on the part of the Zameendars has the fluctuating charge of collecting the Mofussil revenue.

The Kutwally fees I find to be in this place both more numerous and oppressive in their nature than those at Ghazeepoor. It was therefore with great satisfaction that I received at this place the commands of your Lordship in Council of the 29th Ultimo authorising me to abolish them, as I have accordingly done from this date.

They consisted in this town of twenty separate articles, as per the description and account of their annual produce contained in the accompanying vouchers No. 1 and 2, and their abolition cannot but prove highly grateful to the inhabitants a great part of whom are so peculiarly unable to bear such taxes, that tho' if good and ancient families they are even in straits to secure a bare subsistence. In fact the capital of Jaunpoor and the country around it, display the most perfect contrasts the latter appearing generally in as luxuriant cultivation, as the former exhibits every melancholy appearance of decay. All its suburbs, and some parts of the town itself are occupied by what once had been sumptuous and elegant Mosques, mausoleuns and tombs now for the most part fallen in and all rapidly decaying, not excepting even the Government's Kella and the stately bridge of seventeen arches that joins the two parts of the town on each side of the beautiful river, the Gomtee, that passes through it, and even the dwelling houses still standing are all without repair and gradually sinking. All this may be accounted far from natural causes which require but a very short explanation. The town of Jaunpoor was whilst the Empire remained in its vigour, the seat and resort of Mohammedan Science (Sic, Saints !) and the residence of many of their learned men, in so much that it was known by the appellation of "the Shiraz of India," and I am well assured that at one time nearly the whole revenue of the Perganah of Jaunpur, as well as part of that of the Sircar at large were appropriated for their support. Whence and from the favour shown to it in other respects by many former kings, arose no doubt the costly edifices of which melancholy vestiges still remain.

Many of the houses in the town are yet inhabited by the descendants of those prisoned (?) literate, who as they themselves say are too proud to beg and too habituated to their family prejudices to be take themselves to any other active line of life to gain a livelihood, some of them retaining still a considerable degree of learning and that sort of sullen philosophic pride, that induces them to live wholly retired in their houses, on the small means left to them without soliciting or even deigning to put themselves in the way of bettering their fallen fortunes.

In such a situation to burthen them with multitude of petty taxes they were subject to was greatly enhancing that unavoidable degree of distress which the gradual resumption, since the time of Ashaffuddowla's ancestors of the greatest part of their pensions and free grants of land had necessarily entailed on them. As they will now be relieved from all such vexatious taxation and be I hope, fully protected under a regular administration of Justice, as much as I believe has been done for them, or perhaps rather more than they had any hopes of. I trust therefore the town will in some measure revive under the new institution or at least that its decay will be no longer accelerated if it cannot be prevented by any more active operation of Government. I may here add that some of the decayed families in question enjoy part of the annual Government's allowance of Rs. 33,286.7 which Mr. Hastings settled to be paid by the present Raja to many proper objects throughout the province. I have already informed the Board that these allowances are ill paid and suggested the means of rendering them more regular, and the peculiar situation of those inhabitants of Jounpoor who still participate in them, renders it in some measure more than ordinarily interesting to humanity that what is thus bestowed should be honestly appropriated.

The enclosed voucher No. 3 contains the usual articles of request made to me by the Judge of Jounpoor on his appointment with my answers, and No. 4 is a copy of the advertisement I have agreed to publish and leave with him in conformity to one article thereof, which particularly concerns British subjects and the sepoys and immediate servants of our own Government.

In the paper No. 5 is contained the establishment for the Court and Police, in regard to which I have from the more extensive and important jurisdiction of this place been obliged to augment the charges somewhat beyond those established for Ghazeepoor.

I have also prepared the necessary orders for regulating the appeals from the two Courts already established, in conformity to the instructions of your Lordship in Council recently received, as per the enclosed extract of my proceedings of this day marked No. 6. I might have enlarged those instructions and adopted many or all of those contained in the Judicial regulations for the Provinces of Bengal and Bihar, but in the present infancy of the institution, I think that burthening the native Judges with such variety of rules might only serve to perplex them and the suitors who have been hitherto wholly unused to such a service of forms. Besides that a few months actual experience will enable me better to Judge what further rules are wanted and best adopted to the situation of things being in conformity which I mean with the Board's permission to prepare a fuller code or entirely to adopt the Judicial regulations as they now stand.

The bridge over the river Goomty which has been already mentioned being from age and neglect in a state of decay but not to such a degree as to discourage any attempt to preserve it, I have ventured to instruct the newly appointed Magistrate to lay out as far as two thousand Rupees on the part that most want assistance, and I should suppose that less than a thousand Rupees laid out hereafter annually would maintain it in a tolerably good state.

I have also authorised the Judge to make such necessary repairs to the buildings within the Fort as are indispensable for the purposes of his own residence and for those of the Court and Jail.

These last will be trifling and as to those to be expended on the bridge, I am confident your Lordship will think it equally inconsistent with the credit of our Government, as with true policy to suffer such a great work to perish when it may be preserved at a moderate expense.

The Judge at Mirzapoor will be appointed as soon as I reach that place. Were I to nominate him now and to send him on before me I am convinced he would not obtain full possession of the powers of his office but that he would in all probability be secretly opposed both by the Collector of the Revenue and of the Customs, whose influences are of course so much as may diminish in the towns wherever these new appointments have been made. I am therefore convinced your Lordship will think I have not made up any improper delay, in differing these appointments till I arrived in their respective local jurisdiction.

77. Cornwallis, Charles Stuart and J. Shore to Jonathan Duncan, Resident at Benares. Fort William, the 29th February, 1788.

* * * *

We have received your letter of the 6th instant and the extracts transmitted with it of your proceedings, at Ghazeepoor relative to the appointment of Molavy Omer Ulla to be Judge and Magistrate for the Police of that place.

The establishment you have ordered of a Civil and Criminal Court of Justice in the town of Ghazeepoor, and your appointment of Molavy Omer Ulla to the superintendence of it under the restrictions prescribed in your Sunnud of investiture and with the allowance and establishment specified in your proceedings, have our fullest approbation and we give you authority to adhere as nearly as possible to the same plan in the establishment of the two Courts of Jounpoor and Mirzapoor without delay.

In respect to appeals from the decisions of the Judges of the Courts we deemed it expedient to authorise your hearing them in all Civil causes whatever provided they be made within two months after the decisions; and, where the causes of action shall not exceed one thousand Rupees, your judgment is declared final. But, where the cause of action shall exceed one thousand Rupees, the parties are to be at liberty to appeal from your decision to ours in the Sudder Adawlat under the restrictions prescribed in the regulations for the administration of justice in the Company's Provinces.

In all cases of a capital nature that may come before either of the Courts, the prisoner is to be tried according to the established forms of laws. The Judge after passing sentence is to transmit a copy of his proceedings to you; and you are authorised to suspend the execution of it should the evidence against the prisoner appear to you to have been incompetent, or should the Judge have neglected to conduct the trial according to the customary forms or passed a decision not warranted by law and if you approve the proeeedings you are to signify the same to the Judge who shall proceed to enforce the execution of the sentence.

With respect to prisoners now under sentence for capital offences, we recommend to you in the first instance to revise their trials, and where they appear to have been conducted impartially, and the sentence pronounced is conformable to the evidence on the trial, and to the law, that you require the Raja to see the sentence executed.

With respect to prisoners who have been tried but upon whom no sentence has been passed, you will require the Raja to pass sentence, and having revised the proceedings as above directed, under the same circumstances require him to see the sentence executed.

But if the Raja should wish to decline the execution of the sentence where it has been passed under the circumstances above stated, or to pass sentence upon prisoners under trial, you will in either case deliver them over with the proceedings held upon them, to the Courts newly established, to be tried de novo and proceeded against according to law.

The proceedings in the trial being previous to execution submitted to you for examination and approval, it is scarcely necessary to point out to you, the propriety of a reference of the proceedings to the learned in the law, as we understand to be practised by the Naib Nazim at Moorshedabad for the benefit of their opinion on the legality of the trial and sentence.

We approve the abolition of the Cutwally fees at Ghazeepoor, and recommend that all exactions of a similar kind be abolished at Mirzapoor and Jounpoor also.

We deem the reform of the Raja's Moolky Adawlat as a measure of the first importance to the prosperity of the country. The authority of that Court having long fallen into contempt among the inhabitants from the irregularity of its proceedings and the supineness of the persons entrusted with the superintendence of it ; and as this is the only Court to which persons not residing in the City of Benares or in the towns of Ghazeepoor, Mirzapoor and Jounpoor can apply for the redress of grievances either of a civil or criminal nature or relating to the revenues, we consider it highly incumbent on this Government to see that it is regulated in such a manner as is adequate to the protection of the lives and property of the people. We therefore desire that you will propose to the Raja that he should receive your advise for the establishment of a better plan for conducting this Adawlat and, if he consents we wish you to suggest it to him on your return to Benares from your present circuit, or to propose in the first instance to us your plan for this purpose.

This being the day appointed as minuted in the proceedings of yesterday for investing Muftee Kareem Ulla with the office of Judge and Magistrate of the town and suburbs of Jounpoor, the ceremony thereof took place this day at the Kella or Fort and the manner thereof, and the orders issued on the occasion will all appear from the following letter and in the papers therein referred to and thereof also recorded to the Governor General in Council.

78. Jounpoor 15th March 1788.

* * * *

Immediately after Mufty Kereem Ulla had this day been sworn in his office, the following declaration was read to the inhabitants assembled in the Kella, to be present at the ceremony of his investiture.

Whereas the institution of the present Court of Justice and system for the Police of the town of Jounpoor has proceeded solely from the desire entertained by Government to promote the advantage and welfare of the Hon'ble Company's subjects residing in the said town, the same motive has further induced the Governor General in Council to abolish and remit in favour of the said inhabitants all the Cutwally dues amounting to twenty in number according to the undermentioned specification thereof in the hopes of thereby completely ensuring the security and tranquillity of the town's people of Jounpoor in general.

N.B. Here the 20 articles as contained in the above account, were distinctly read aloud and declared to be from this day abolished.

79. Translation of a Wajib-ul-arz or series of requests presented in writing to the Resident of Benaras by Muftee Kereem Ulla Judge of the Adawlat and Magistrate for the police of the town of Jounpur, the 15th of March, 1788.

Requests	Resident's Answers
1. Let not the reports of interested persons and incendiaries be attended to without proof of fault on my part.	1. They shall not.
2. Let the officers of the Adawlat and for the police be appointed by me who will be well acquainted with the respective merits.	2. This is approved on condition that a list of their names be always lodged in the Registery at Banaras. But you are the master to remove or change, any of such Registered servants only reporting such change or removal for the completion of the Registery.
3. I will not attend to any recommendation but by your Commands. If any one complains on this account, let it have no effect on you till the point be established.	3. It will certainly not, neither of the recommendation of any one to be admitted in the administration of justice.
4. Let the Collector and Custom Master at Jounpur be directed not to hear the causes of the town to send to the Adawlat all such persons of the town as are now confined by them on criminal or other charges distinct from the revenne.	4. Orders shall now be sent in conformity to this request.
5. If any Zamindars of the vicinity should complain against the Collector or Custom Master who live in the town, am I to hear such complaint or not.	5. You are not. But if the cause appear to you to merit a reference you are to send it to me with the petitioner.
6. Are the Cauzy and Mufty of the town who will attend in the Kutchehery for sealing the papers of the pleadings and proofs attesting the powers of attorney to receive wages or russoom that is fees.	6. Let them receive the russoom anciently established on them. But if they take any modernly established fees, it is not to be admitted.

Requests	Resident's Answer
7. As the institution of the Adawlat is for the general welfare and the security of the principal and all the other inhabitants of the town, if they continue subject to the orders of the Custom Master and Collector in respect to the exaction of fines, and Nazerana and Bhent or cesses and Begar or compulsive services and such subjection will tend to the desolation of the town and the disheartening of the inhabitants. Wherefore I am hopeful that the Custom Master and Collector may receive directions not to exercise any magisterial jurisdiction over the inhabitants of this town, and that if any one be from any view or cause desirous to seize or use coersion towards any of the said inhabitants application is to be made to the Judge that he may proceed as justice may direct, the Custom Master and Collector retaining no other jurisdiction therein, than as far as may concern the Collection of the public revenue.	7. A Parwanah will be issued to the Raja in conformity to this request.
8. Let the Harcarras of the Company's dawk be directed to receive and take careful charge of my correspondence to and from Benaras.	8. Ordered.
9. Let me know what causes of how many years old I may take cognizence of.	9. From this date you may entertain any causes that have originated at any period heretofore not exceeding 12 years and if any cause be attempted to be instituded exceeding that period you are first to instruct the petitioner to exhibit his claim to me at Benaras when if I refer the matter back to you to be proceeded on you are to hear such cause.

Requests	Resident's Answer
10. It is necessary to confer Khelauts on the officers of the Adawlat according to the degrees of each person.	10. This shall be done.
11. As this town is often frequested by parties and attachments of military and by English Gentlemen passing backwards and forwards, great disturbances are occasioned by Begary or compulsive services in so much that the Ryots and the poor people of the town are exceedingly distressed thereby, which occasions the ruin and desolation of the town and gives rise also to frays and disturbances. I am therefore hopeful that you will be pleased to grant an exemption from Begary or compulsive services and from fairmaishant or orders, and that you will favour me with an advertisement to this effect in the Persian and English languages that I may not on every occasion be obliged to make representations to you. But that as necessity may point out, I may supply the requisite hands upon application, on which occasions I will represent to the Gentlemen the necessary charges to be paid and this will certainly secure the inhabitants from all vexation and enable them to live with security and happiness in their habitations.	11. This shall be done.
12. If any one makes a complaint against any person who may have come into the town but who is not a fixed Resident therein, am I to hear such complaint ?	12. Certainly.
13. Be pleased to instruct me in regard to the manner in which prisoners are to be proved with a maintenance.	13. Prisoners confined on criminal charges are to be supplied by you with a sufficient clearly maintenance in

Requests	Resident's Answer
	proportion to their respective situations in life and at the end of each month you are to transmit a bill for the amount thereof along with the bills for your own monthly salary and establishment, which will then be discharged and repaid to you.
14. Favour me with your orders about the carpeting and pillow for the Cutchehery.	14. You shall be paid for the necessary furniture in this respect.
15. Favour me with your orders in respect to the necessary repairs to the Kella or Fort.	15. What place is necessary for your own place of abode in the Kella and for the Cutchehry and Jail you shall receive from Government towards defraying which you are to sell the 3 old pieces of country cannon that are now in the Fort and to appropriate the produce to such charges.

80. ADVERTISEMENT

* * * *

Whereas the Right Hon'ble the Governor General in Council has been pleased to institute a Court of Civil and Criminal Justice for the town of Jounpoor and the limits thereof and Muftee Kereem Ulla having been appointed Judge thereof on the part of the Hon'ble Company with the charge of the Cutwally, as Magistrate for the Police of the said town, and its boundaries, and whereas complaints have been made by the inhabitants of the said town that they have been liable to be pressed as servants for the boats and necessaries of military detachments, and of Gentlemen passing and repassing by the said town, that on some occasions the coolies, bearers and dandees and others thus pressed into service, have not received the full and due reward of their labour; it is therefore hereby signified to and requested of all officers, proceeding with detachments not to allow their men especially Europeans to come into the said town, and of all British subjects and Europeans in general who may have occasion to stop at Jounpoor, that they do not send their servants or sepoys into the said town or its limits, to provide themselves with the necessaries or people they may have occasion for, but apply by letter to the Magistrate who has instructions to be attentive to all such requests, and will cause them to be complied with to the utmost of his power, on the money which may be payable on that account for the purchase of the necessaries or the wages of the people wanted being sent to him and as this regulation is intended entirely for the public good, the convenience of travellers and the reservation of the National Honour, which is interested in the prevention of all disturbance between or on the part of Europeans, or their people and the natives, it is confidently hoped that this information will prove acceptable to the public, and that every person will act up to the true spirit and meaning thereof.

81. At Jaunpoor the 15th March 1788.

* * *

Establishment of the Adawlat and Police of Jaunpoor.

1st. Adawlat or Court of Justice.

Hakim or Judge for himself		450
His Establishment as follows :—		
Molavy	50	
Pundit	30	
Moonshee	30	
Sereshtadar	40	
Mohrirs or Clerks	50	
Nazir and his Naib	22	
Mullah for administering oath to the Mohammedans	5	
Brahmin for swearing the Hindoos	5	
2 Chobdars	10	
15 Badge peons	60	
1 Duftaree	5	
1 Farraush	4	
1 Sweeper	6	
1 Durwan	4	

Paper ink. & etc	20	341
Total	791	

2nd. Cutwally or Police Department

Cutwaul	25	
His deputy	10	
Mohrir	10	
Chuprassies or Public Badge peons 25 at 4 Rs. each	100	
Watchmen 35 at 3 Rs p. m	105	
Criers	4	
Trumpeters 4	16	
Coraburdar	4	
Doctors	10	
Executioners	4	288
Total	1079	

82. The Resident taking into consideration the orders of the Governor General in Council of the 29th of February respecting appeals in Civil Causes from the Courts of Ghazeepoor, Jounpoor and that to be instituted at Mirzapoor, the following regulations are established in conformity to those instructions and communicated to the 2 Courts now existing.

1. That in all causes of a Civil nature the party dissatisfied with the decree of the Mofussil Court shall be at liberty to appeal to the Resident at Benaras by a petition of appeal stating the causes of appeal, so that every such petition against any decree made in any of the said Mofussil Courts, be presented to such Mofussil Adawlat or to the Resident in his capacity as Judge of the Sudder Adawlat at Benares, within two months after the day on which the decree was made...provided nevertheless that such person may prefer his petition of appeal to the said Sudder Dewanie Adawlat at Benares after such 2 months if he can shew just and reasonable cause to the satisfaction of the Court of Sudder Dewani Adawlat at Benares for not having preferred the same within the said two months, and if the petition of appeal be against any decree whereby the right of pos-

session of any house or land, shall be decreed to the plaintiff, all proceedings shall immediately be stayed, and no execution had. or possession given, under the decree appealed against until the said appeal shall have been finally determined in the Sudder Dewanee Adawlat, if the party against whom the decree is given will enter into goods and sufficient security, in a sum equal to one year's value of the rents, issues and profits, such land or house, which shall have been decreed, to abide and perform such order as shall be made in the Sudder Dewanee Adawlat at Benares. But if such party shall neglect or refuse to enter into such security on or before the Court day next after such appeal shall preferred then the Mofussil Dewanee Adawlat shall order execution to be had and possession to be delivered according to the decree, and in all other cases the Mofussil Dewannee Adawlut may either order the decree to be carried into execution, or that sufficient security be given by the party against whom the decree shall be made in a sum equal to the sum of money or the value of the thing decreed, for the performance of the decree; and if the Mofussil Dewanee Adawlat shall order the decree to be executed, security shall be taken from the party, in whose favour the decree is made, in a sum equal to the sum of money or value of the thing decreed for the due performance of such order or decree as shall be made in the Sudder Dewani Adawlat, and in all cases the party appealing shall give full and sufficient security in a sum not exceeding two hundred Rupees, for the payment of all such costs, and for the performance of such order or decree as the Sudder Dewani Adawlat at Benares as may think proper to award, or make thereupon, and in every case, where any petition of appeal shall be presented in any Mofussil Dewanee Adawlat against any decree given in such Court, and such securities, as are hereby required shall have been entered into, the Judge of such Mofussil Dewany Adawlat shall immediately endorse on such petition, in his own handwriting the day of the month and year on which it was presented, and sign the same with his name, and shall likewise cause to be written in the margin of the record immediately opposite to the decree of the Courts the word "appealed", and shall receive every petition of appeal and transmit the same to the Sudder Dewanee Adawlat at Benares and the Judge shall cause notice in writing to be given to the appellant that he will within 6 days, certify to the Sudder Dewanee Adawlat the several proceedings had in the cause appealed, and that if the appellant shall not proceed in his appeal within 14 days after the same shall have been received by, and filed in the Sudder Dewany Adawlat his appeal will be dismissed, unless he the appellant shall thew reasonable cause to the satisfaction of the Sudder Dewany Adawlat for not proceeding therein.

2. That the Judge of such Mofussil Dewany Adawlat shall within 6 days next after the receipt of such appeal certify under his hand and the seal of his Court, to the Resident as Judge of the Sudder Dewany Adawlat of Benaras

the record so made up and authenticated as aforesaid, together with the original complaint, answer, replication and rejoinder of the parties, and the original depositions, exhibits, and every original paper read in the cause, and shall, before he shall transmit the same to the Sudder Dewanee Adawlat, cause true and faithful copies of all such originals, authenticated by the signature of the Sehrishtadar or Head Moonshee, to be made out and deposited in the Mofussil Dewany Adawlat, in liew of the originals, which said copies shall be and shall be estimated records of the Court.

3. That where the cause of action shall not exceed one thousand Rupees, the Judgment of the Resident in his capacity of Judge of the Sudder Dewanee Adawlat at Benares is to be final. But in causes exceeding that amount the parties are to be at liberty to appeal from the decision of the Resident to the Governor General in the Sudder Dewanee Adawlat at Calcutta. Under the restrictions prescribed in the regulations for the administration of Justice in the Provinces of Bengal, Bihar and Orissa of the particulars and nature of which ever gone may become acquired by inspecting the printed code for the Proceedings of the Sudder Dewany Adawlat at Calcutta, which is deposited in the Registery or office of the Resident at Benares.

4. That for the purpose of ascertaining what causes are and what causes are not appealable from the Sudder Dewany Adawlat of Benares to the Governor General in Council in the Sudder Dewany Adawlut at the Presidency, the mode of fixing what causes exceed and are under one Thousand Rupees be as follows :—

In causes respecting land it shall be estimated according to the annual produce or Jumma that is to say Lakheraje land at 10 times the amount of their annual produce, Ayma lands paying a quit rent to Government at 20 times the amount of their annual quit rent and Malguzary land at one year's amount of the Jumma to Government. And if for a house and the ground belonging to it, according to the price in the bill of sale or if there be no bill of sale according to the appraisement of two creditable appraisers of the place.

5. In all causes, the Mofussil Judges are after hearing the cause and the evidence procured and considering all the vouchers of both parties to, pass their decision thereon according to the Mussulman and Hindoo laws in the manner distinctly specified in regard to each in their sannuds of investiture which decision they are to announce in the public Cutchehery to the parties and to furnish each of them with an attested, copy of the Judgement passed, called in English a Decree under the Judge's signature and the seal of the Adawlat, which decrees the Judges are respectively to order on the next court day to be carried into execution if either of the parties shall not then or

before have applied to appeal in which case, the Judges are to act according to the regulations contained in the preceding articles.

6. The Judges are on the institution of each cause, as soon as the petition of complaint is received to take sufficient security from the parties in the cause to carry on their suit and to abide the judgement of the Court when passed or to appeal therefrom, the manner directed by the preceding regulations.

83. J. Duncun to the Officer Commanding at Jounpoor. Jounpoor 15th March 1788.

* * *

The Governor General in Councll having instituted a Court of Civil and Criminal Justice in the town and for the suburbs of Jounpoor, I request you will station with Muftee Kereem Ulla, who has this day been appointed Judge of the said Court and Magistrate for the Police, a Jemadar's party of 22 men with their subordinate officers, to remain under the orders of the said Judge and Magistrate for the support of the authority of Government entrusted to his charge.

The local limits of his jurisdiction are as follows: –

To the east to Aurunga.

To the West, to the Mundovee of Begumgunge and the ferry of Chittry.

To the South, to the Phatuck of Sultangunge and the seray of Dhoonies.

To the North, to the Sugar mundee and Rasoolabad.

I doubt not but you readily inclined to act in such manner towards the Judge as may enable him to fulfill the good intentions of Government in the institution and remain.

84. At the Cutcherry present. Mr. Jonathan Duncan Resident. The 24th March, 1788.

The Resident wrote to Omer Ulla, the Judge of Ghazeepoor on the 21st instant desiring him (as no final answer has yet been received from him, relative to the result of his investigations and concerning the robbery committed on Bandhoo Khan) to complete the report thereon as speedily as possible, and also to transmit a list of all the prisoners now in his custody with a short state of the crimes of which they stand charged on are suspected.

The following additional requests having this day been presented to the Resident by Muftee Kereem Ulla the Judge at this place. They are, together with his answers to each, here recorded; –

The Wazi-bul-arz of Muftee Kereem Ulla, Judge of the Adawlat of Jounpoor.

Articles Proposed by the Judge.	Resident's Answer.
1st. The Meer Behaz Mahal has from former times being annexed to the Cutwaly and it is necessary that it should be so because Muchalkas or Penalty Bonds must be taken from all the dandees (or waterman) not to allow thieves to come in their boats at night into the town. At present the said Meer Behaz Mahal is dependant on the Permit office, and a duty on fire Wood of 4 as. a Rupee is collected there. I am hopeful that this duty may be abolished.	1st. Let the Behaz Mahal be under the control of the Cutwaly and the duty on firewood be abolished.
2nd. When in consequence of the orders of the presence, the sale of spirituous liquors was prohibited in the town of Jounpoor and its environs the Hookumnamah then issued extended only to the town itself. I am now hopeful that another may be granted me for the prohibition of the sale of the said article in the villages, which are now placed within the boundary of the town.	2nd. At all places within the boundary of the town, the sale of spirituous Liquors is forbidden. You then prohibit it.
3rd. Formerly when the English Gentlemen gave orders for supplying them with bearers and coolies, inhabitants of the town and fowls and eggs, the Cutwal and Foujdar jointly to furnish the same from the town and country. Now that I am ordered to do so from the Cutwally alone, it becomes dificult, because fowls and eggs are very scarce in the town. Neither are there so many coolies and bearers in it as to enable me to supply them with dispatch and am hopeful that an order may be also issued to the Fouj-	3rd. When it may be. The Judge of the town shall send an order to the Foujdar, who is to supply coolies and bearers, upon receiving the just amount or their wages or hire.

Articles Proposed by the Judge	Resident's Answer
dar to furnish the same from the country this has been customary since Ch ytsing's time.	
4th. Whereas at the Nekhass Choky a duty of 2 1/2 pice a Rupee on the sale of cow-(paid by the sellers) and another duty of 5 annas per Rupee called Sungaoutee (paid by the buyer) reestablished on account of this oppression, the inhabitants of the town, do not purchase cows or keep them in their houses, I am therefore hopeful they may be abolished.	4th. This shall be enquired into and an order will be afterwards given.
5th. Whereas the Foujdar collects an annual duty the milkmen of the town of Rs. 2 1/2 each buffaloe cows, (known here by the name of Rowndee or Kahcharaje) on account of this operation, milk and dyeh are very scarce in the town. I am therefore hopeful the duty may be abolished.	5th. This duty in the town shall in future be prohibited.
6th. Whereas it has been customary from former times, for the Cutwal to take from the Oil Men, 1 Seer of lamp oil per day which amounts in the year to 9 mds. All the Cutwally dues of the town have been abolished, yet at this time the Darogah of the Permit continues to take the oil from the said oilmen. I am hopeful that this oppression may be also done away.	6th. Agreed to.
7th. Whereas the Darogah of the permit collects every day from the Dereeba Pawn or Pawn leaf market for a Doolee or 100 Pawn leaves which amounts in the year to 180 Doolies or 36,000 leaves. On this account the Pawn leaf sellers of the town complain much. I am hopeful that this (Russoom) may be abolished.	7th. Agreed to.

Articles Proposed by the Judge	Resident's answer
8th. Whereas the Dawk Harcarrah stationed ~~here~~ take Dowrahas or runners in lieu whereof the chamars of the town raised 2 Rs. a month among themselves to pay the said Dowrahas. I am hopeful this may be abolished and in conformity to the orders of the presence I shall be at the expense of that monthly allowance to the Dawk Harcarrah.	Approved of.
9th. For a considerable time past no new bricks have been prepared or burnt in this town. But some of the inhabitants of the town pull down their houses, and sell the materials thereof, upon the sales of which the Darogah of the Permit levies a duty 4 pucka pice per Rupee. I am hopeful this duty may be abolished.	9th. Agreed to.
10th. A duty is taken by the Darogah of the Permit of 4 pice per Rupee from the Dandies, inhabitants of the town exclusive of those who are employed on the boats and the Ghauts and ferries. I am hopeful their duty may be abolished.	10th. Agreed to.
11th. The villages of Dewchuranpoor near the town, and which is specified to be within its boundary in the Adawlat Hookumnamah, the Hindoo God situate is worshipped and the people there still collect Tebajee fees. I am hopeful they may be abolished.	11th. Such collections prohibited.
12th. The Tabazanee at Idgah where in the months of Showal and Zilhijja, the Mussalmans assemble (to pray) and the Tabazee at Punchja Shereef where the people of the town	12th. As this matters is beyond the town boundary it has no connection with the Adawlat.

Articles Proposed by the Judge	Resident's answer.
assemble in the month of Zehahige. Also the Tabazanee at Soorjee Ghaut where the Hindoos assemble in Cartik. Likewise the Tabazanee at Ashrashaheed where the Mussalmans assemble to celebrate the festival of Salar Masud Ghazee in the month of Bysack, are situated beyond the boundary stated in the Adawlat Hookumnamah. But the inhabitants of the town repair to those places and the Cutwal and Zameendar collect the Tabazanee fees at each. I am hopeful that this may be prohibited.	
13th. If any person, an inhabitant of the town, prefers a complaint against any of the Fouzdars, Officers, or those of the Permit, is such complaint. He be investigated in the Adawlut or not?	13th. If any such person complains against them the Judge is first to acquaint the Resident of the same.
14th. The Garden of Mirza Sheikh situated near the bridge and which belongs to the Hon'ble Company has been four times annexed to the Cutwally of the town and the rent of some shops within the said Garden amounting to about 50. Rupees per annum. The wages of the gardeners employed in the said garden and the expense of preparing the flower beds were always defrayed by the Cutwal. For these two or three years past the said garden has been in the possession of Baboo Sheopersund Singh. It was your order I should possess all the places dependant on the Fort whatever your order shall be obeyed.	14th. The Judge is to possess himself of the Garden if Sheopersund Singh has any objections to this let him state to the Resident and let the monthly receipts from the shops withinthe garden be applied to pay the wages of the gardeners.

Read a petition from the farmers or dressers of sinks of this town setting forth that altho all the collections on the other trades have been excused they have been committed in the exemptions as far as regards their profession.

This ominission having been occasioned to inadvertency and the petitioners being as well entitled as the other trades exempted on the 15th Instant.

The exemption solicited is accordingly now ordered. The Resident is to leave this place tomorrow morning to proceed thro Mureahoo and Budhoee to Mirzapoor.

85. At the Cutchehery present. Mr. Jonathan Duncan Resident. Dated the 25th March, 1788.

It appearing from report at this place that Sheo Buksh and others of this Pergunnah are still in the practice of exacting Rahdarry duties they were summoned and as there were no specific complaints against them, or persons to prove the report, the Resident could only (as he has done) take Muchulkas from them binding them to refrain from such practices in time to come. But as Tehmun Singh, the Amil is conferable for suffering such acts to continue to be committed not withstanding his engagements to the contrary the Resident ordered him to pay a fine on that account of 100 Rs. which was however returned to him, on his promise of better behaviour in future.

The Resident referring to that part of Mufty Kereem Ulla's Paper of Requests entered in yesterday's proceedings which respects the prohibition of the use of spirituous liquors within that part of the said Judge's jurisdiction situated beyond the immediate limits of the town of Jounpoor, thinks it proper now to write to the said Judge not to publish or carry into execution the Resident's answer acquiescing in the said prohibition till further orders.

86. Banaras, 31st March, 1788.

The Resident having since his arrival at this place made choice of Lalla Bukhshee Singh to fill the office of Judge and Magistrate of the town or mart of Mirzapoor and similar notifications of the institution having been issued to the Raja and to the public at both places and have been already recorded in the two preceding instances of the same kind at Ghazeepoor and Jounpoor, the said Lalla Bukhshee Singh was this day invested with the office of Judge and Magistrate accordingly. Of which the following advice was this day sent to Government.

87. Duncan to Earl Cornwallis. Governor General in Council. Mirzapoor, 31st March 1788.

* * * *

I have this day appointed Lalla Bukshee Singh to the station of Judge and Magistrate of the town or mart of Mirzapoor with the same Sunnud under the same oath and nearly with the same establishment as took place in respect to the Judge of Jounpoor, The Rajah was also present at Bukhshee Singh's public investiture in the same manner as at those of the 2 other Judges.

The place being mostly inhabited and frequented by Hindoos, they will be gratified by the appointment of one of their own religion to be their Hakim in like degree as it most be pleasing to the inhabitants of Jounpoor who are principally Mussalman to have Mohammedan Judge.

I submit herewith a copy of the establishment for the Mirzapoor Court which will I hope meet with your Lordship's approbation as also of the translation of the present Judge's requests on his appointment and of my answers annexed and of the advertisement referred to in one of the articles. The other papers passed on this occasion being exactly of the same tenor as your Lordship has already had before you in respect to the 2 other Courts, need not on this occasion trouble the Board with renewed copies of them.

The institution of these Courts being now completed, I believe I may venture to pronounce that the measure will not only prove highly pleasing to the inhabitants of the towns for whose immediate benefit they have been established but make at the same time the best impressions in favour of Government in the minds of the people in general, by convincing them that their welfare is an object to which we do not scruple to sacrifice some part of the pecuniary advantages which as a nation we derive from our dominion over them. Indeed, the expense which they see Government subject itself to for these new institutions combined in point of time with the new regulation for the duties on the foreign and inland trade and the relinquishment in favour of the natives of this country of the numerous interior assesses and exactions in the last mentioned department cannot but in some measure be aware of the sensibility of minds of the most moderate and I believe that these acts of kindness do not pass without due observance and proper thankfulness from the thinking and more respectable party the Community in this Country.

88. Establishment for the Court and Police of Mirzapoor from the 1st day of April 1788.

First Adawlat or Court of Justice	Pay	Total
Hakim or Judge for himself		450
Establishment for the Court		
1 Molavy	40	
2 Pundits at 25 Rs. each	50	

1 Serishtadar		30		
1 Moonshee		25		
Mohrirs or Clerks (6)		50		
Brahmin to swear the Hindoos		4		
Mulla ,, Mussalmans		4		
Nazir and his Naib		20		
15 badge peons and Chaprassies		60		
2 Chobdars at 5 Rs. each		10		
1 Daftary		4		
1 Farraush		4		
1 Sweeper		3	304	
Second, Cutwally or Police Department :—				
Cutwal		25		
His deputy		10		
Moharir 1		[illegible]		
Chuprassies or public badge peons	25	100		
Watchmen 40 at 3Rs. each		120		
Criers		4		
Trumpeters 2		8		
Doctor		10		
Executioner		4		
Coraburdar		4	295	1040
Paper, pen, and ink for both Departments		20	20	
			Rs. 10,69.	

89. Translation of the Wazib-ul-arz or paper of requests delivered by Lalla Bukhsee Singh, Judge and Magistrate of the police of the mart of Mirzapoor, 31st March 1788.

Judge's Requests	Resident's Answer.
1st. Let not suggestions of designing people and incendiaries be attended to without proof of.	1st. They shall not.
2nd. I will not attend to the Recommendations of any person except yourself. If anyone complains of this let it not be attended to.	2nd. It shall not; and no recommendations are proper in the administration of Justice.
3rd. You have been pleased to desire me to select my officers but I am in fact quite unconnected with people here and I will get officers from Benares by writing for proper persons to the Nabob at Benares by which my mind will be at ease.	3rd. You are to provide your own officers as you think fit, knowing that you are responsible for their actions.
4th. Let the Foujdar, or Collector of the land revenue and the Darogah of the permit and Collector of Customs of Mirzapoor be directed not to hear the causes in the town and to deliver upto the Adawlat such people of the town (such as thieves and the like not being detained on account of revenue business) as they have respectively in their custody.	4th. This shall be.
5th. If the Zamindars in the neighbourhood present complain against the Foujdar who is in the town are the officers of the Adawlat to hear such complaint or not?	5th. No.
6th. Is the Cauzy of the town who will attend in the Court to affix his seal on petitions of complaint and answers and on the written records of witnesses testimonies and on power of attorney to receive wages or his fees?	6th. The Cauzy may receive his fees as established from ancient times. But no recently established ones are to be admitted of.
7th. As the institution of the Adawlat is for the general welfare and the safety of the principal inhabitants	

Judge's Requests	Resident's Answer
as well as of the people in general of the town, if the orders of the Collector of the land revenue and of the Collector of the Customs extend to the ceremony of and the exacting offences and due from the inhabitants they will be disheartened. I request therefore you will order the Foujdar or Collector of the land revenue to issue orders to the inhabitants of the town that neither he nor the Custom Master do further interfere with the causes in the town than merely as to what regards revenue and customs respectively payable to them.	7th. An order shall be issued to the Raja in confirmity to this request.
8th. Let the Harcarrahs of the Hon'le Company be directed to receive and bring my public letters and papers.	8th. It shall be ordered.
9th. Let me know how many years causes, that is of how many years standing I may hear.	9th You may hear causes that have arisen within 12 years from the 15th of the present month of March. In regard to causes of longer standing you are to instruct the petitioner to carry his petition to me at Benares and if I send it back with references directing you to hear the suit it may then be instituted in your Court.
10th. As this place is frequented by sepoys from Chunar and by English Gentlemen proceeding by waters from the east to the west and from the west to the east, I hope you will furnish me with an advertisement in English and Persian that I may not be obliged to apply to you on every separate occasion and let the Foujdar or Collector of the land revenue be directed to furnish such Bazar and as may be wanted from the neighbouring	10th. An English advertisement with a Persian counterport shall be left with you and you will send it as occasion may require for the information of such Gentlemen and parties of sepoys as pass here and in cases of Gentlemen or sepoys passing and applying to you for boats. Boatmen, coolies or bearers or other necessary assistance and to enable them to proceed to you are (having first received the proper

Judge's Requests	Resident's Answer
country and I will let the Gentlemen know what is justly payable on that account.	amount of money requisite for the supply required) to furnish the several articles thro the medium of the Cutwal of the town as completely as possible and if the town cannot supply the whole you are then to desire to the Collector of the land revenue to supply the rest and to send to him the proper sum due on that account to the end that travellers may not be impeded and that no tumults may be occasioned in the town.
11th. What am I to do in regard to the charges attending the maintenance of prisoners and relative to a Jail.	11th. The charges of the necessary maintenance of prisoners confined on criminal charges are to be duly signed by you in proportion, to the ...and situation in life of each person the amount of which will be repaid to you at the end of every month as your own wages and establishment. Those persons confined in execution on Civil claims decreed against them are to be supplied thro the Nazir of the Court with a sufficiency for their daily subsistence from the plaintiffs and on failure of the plaintiffs making this daily allowance such prisoner is to be released.
12th. What is your order in regard to the preparation of Chuprasees or badges.	12th. Prepare them and charge them in your first month's account.
13th. If any one complains against a person, who is at the time in the town but not a settled resident thereof am I to hear such causes or not?	13th. Certainly.
14th. If any of the inhabitants of the town complain against one of the Foujdar's Officers--what am I to do therein?	14th. If the said officer of the Foujdar be in the town, and that the said complaint do not relate to a matter of revenue you are to hear the same.

Judge's Requests	Resident's Answer
15th. This town being principally inhabited by Hindoos there are no fowls or eggs to be got in it. If any English Gentlemen passing this way call for any let the Foujdar be directed to supply them.	15th. When applications of this nature are made to you, you are to direct the Foujdar to supply the articles thro your Cutwal who is to pay the Foujdar for the articles thus furnished.
16th. How is the carpetting for the Court to be supplied ?	16th. Supply what may be essentially necessary on this account and you shall receive the amount at the same time with your wages.
17th. How are the articles paper, pens and ink to be supplied.	17th. This is already provided from your fixed establishment.
18th. I cannot find a place here fit for a Court House for some time. I must therefore make up of the House of Chobeh but I wish to know your intention in regard to the future provision that will become necessary on this account.	18th. You must endeavour to fix on the most spacious and properest place within the town to keep your Court in and provided the owner of the House is willing to let such house, you are to settle the rent of it by the award of some of the most creditable inhabitant or if you cannot procure any house or place to rent you are, in such case, after full enquiry to report and transmit an estimate of the expense which would necessarily be incurred in the erection of a proper Court, including a jail.

90. Advertisement. Mirzapoor the 31st March 1788.

Whereas the Right Hon'ble the Governor General in Council has been pleased to institute a Court of Civil and Criminal Justice for the town of Mirzapoor and Lalla Bukhshee Singh having been appointed Judge thereof on the part of the Hon'ble Company, with the charge of the Cutwally as Magistrate for the police of the said town and its boundaries and whereas complaints have been made by the inhabitants of the said town that they have been liable to be pressed as servants for the boats and necessaries of military detachments and of gentlemen passing and repassing by the said town, and that on some occasions, the coolies, bearers and dandees and others thus pressed into service, have not received the full and due reward for their labour, it is therefore hereby signified to and requested of all officers proceeding with detachment not to call their men especially Europeans, to come into the said town and of all British subjects and Europeans, in general who may have occasion to stop at Mirzapoor that they do not send their servants or sepoys into the said town to provide themselves with the necessaries, or people they may have occasion for, but apply by letter to the Magistrate who has instructions to be attentive to all such requests, and will cause them to be complied with to the utmost of his power on the money which may be payable on that account for the purchase of the necessaries or the wages of the people wanted being sent to him and as this regulation is intended entirely for the public good, the convenience of the travellers, and the preservation of the national honour which is entered in the prevention of all disturbance between or on the part of European or their people, and the natives. It is confident by hoped that this information will prove acceptable to the public, and that every person will act upto the true spirit and meaning thereof.

88. J. Duncan to Colonel Eyres, Commanding at Chunar. Mirzapoor, the 31st March 1788.

The Governor General in Council having been pleased to establish a Court of Civil and Criminal Justice at Mirzapoor and Lalla Bukshee Singh having been appointed Judge thereof and Magistrate for the police of the town on the part of our Government, I request you will order a proper guard of about 12 or 15 men to be stationed constantly with the said Judge and Magistrate from the garrison of Chunar and to remain under his orders for the support of his authority.

89. Read a letter from the Judge at Jounpoor requesting the Resident's order to Themen Singh the Amil of Murreaho, to deliver upto the officers of the Court Umrao and other thieves. The said Singh not having obeyed the order of the Court issued to him for that purpose, an order is written to the Raja to cause the Amil of Murreaho to obey the requisition of the Court of Jounpoor as above required and all future ones.

90. From Omer Ulla to the Resident.

It is represented that I have been honoured by the receipt of your Perwanah dated the 15th and received the 24th of March by the Chuprassy relative to despatching you an account of the names of all the dependants of the Adawlat. In compliance with your order I send an account of all the Adawlat dependants and also of the Chuprassies. It will attain your Excellency sight. By the great God I swear that I consider my life and existence as dependant on your satisfaction. You did not approve of certain Amlas and Chaprassies at Cassimabad which I represented you to the Howlie and the wickedness of the thieves. I have much fear the business cannot be effected with so few Chaprassies. Therefore I have fixed their allowance at 3 Rupees a month and they carry on the Government business. By a separate paper the whole of the history will be made clear to you. My Master, I consider my life only to exist for your approbation and the advantage of Government.

Names of the Adawlat establishment with their allowances :

Names	Employments	Allowance per Month
Molavee Omer Ulla	Judge of the Adawlat	400
Jair Mohammed	Molavee	25
Thickee	Pundit	25
Ally Bukhsh	Moonshee	25
Fakir Chand	Moharirs 3 men	30
Naseer Khan	Nazir	10
Futteh Ali Khan	Darogah of the Jail	5
Meer Ashruf Ali	Mulla Koranee	5
Holass Panday	Gunjajuly Mollah	5
Gholaum Mohammed	Dufterbund	4
Mouzum Khan	Farraush	4
Sheikh Abdullah and Rahman Khan	Chobdars	10
Sheikh Monawer	Koraburder	4
Mohmed Akbar	Cutwal	15
Sheikh Mohammed Ali	His deputy	10
Hingoo	Monadee Wallah (crier)	4
Noora	Executioner (Jellad)	4
Jykesuna	Trumpeters	4
	Total	599

The allowance of the Chuprassies and watchmen belonging to the Foujdarry and Cutwali Adawlat.

34 Chuprassies at 3 Rs. p. m.	
Mir Salah 4 Rs. p. m.	103
Girdharee	4
14 men with him 28	32
House rent	20
Durwan to do	3
Light, paper etc.	17
Total Rs.	774

Names of the Chuprassies belonging to the Foujdary and Cutwali Adawlat.

Sheikh Mohamed Saleh, Gul Mohamed Baker, Hossim Buksh Ramzany, Jan Mohammed, Mohammed Aowz, Ahmad Aly, Syf Khan, Ramzan Khan, Dergahee Khan, Peer Khan, Meer Khan, Kodut Ally, Mare Ally, Mohammed Ahmud Aly, Budealla, Muddub Ally, Saheh Ally, Kiamuddy Khan, Saffer Khan, Kummoo Khan, Mirza Kureem Beg, Nudjib Aly Khan. Ruhmat Ulla Khan, Ahmud Aly, Kereem Aly, Bholanaut, Sheikh Farril, Torab Khan, Bakeedant Khan, Burkut Ulla, Newaz Khan.

My Master. The present only established altogether 21 Chuprasies for the Cutwally and Fouzdarry Adawlat, since they could not well protect. the City, 34 were entertained to carry on the business and of them are not .... the Foujdarry, the remaining are appointed to patrol at the Cutwali dnring the night. This is sent for your information.

Names of the watchmen.

Girdharee, Jei, Keree, Pursotam, Bussenoo, Sultan, Hiraman, Hemrauge, Nerkoo, Surdhar, Busty, Hingah, Byznaut, Bhola and Teeka.

91. An answer is written to the Judge acknowledging the above. The Judge is also desired not to interfere in prohibiting the sale of spirituous liquors in the town of Ghazeepoort he use of it in the town is alone intended to be prohibited. An order is written to the 2nd Judge of Jounpoor and Ghazeepoor, in conformity to the answer given to the 11th article of the above recorded paper of requests from the Judge of Mirzapoor.

92. Moolky Dewani Adawlat. Banaras, 18th January, 1789.

The Judge of the Dewanoy Moolky Adawlat having submitted sundry heads of application for the better regulation of his proceedings the Resident has this day considered the same and annexed his answers, as rates for the aforesaid judges observance of which the following are the particulars.

Translation of Sowals or articles of application from Mohammed Nasser Uddeen, Judge of the Moolky Dewany Adawlat with the answer to each, delivered by the Resident.

Requests of Judge.	Answer of Resident.
1st. As you have been pleased to raise and establish me in a proper manner, in the Court I am hopeful that you will be pleased to favour me with instructions as to the mode of hearing causes.	1st. The regulations you are to be guided by are as under mentioned. Besides the orders of the 26th of November 1788 which have been sent to you thro' the Raja and which you are to consider as equally binding as the answers to your present applications.
2nd. In respect to the removal of unfit officers and the appoinment of others in their stead, I am hopeful that the full authority may rest with me.	2nd. You have full authority to appoint and dismiss the officers of the Court. But you are to furnish the Resident and Raja's offices with copies of the establishment, including the names of the several officers and when any of these are removed you are to report the same with the cause.
3rd. Of how many years standing are causes to be cognizable. Vizt. (*i*) Debts in council (*ii*) Purchase and sale. (*iii*) Trusts and partnerships. (*iv*) Successions, dowers and the like. (*v*) Matters relating to land and Zemindary. (*vi*) Revenue Causes such as balances and other accounts of revenue.	3rd. You may take cognizance of cause of debt, purchase and sale, trusts and partnerships, successions and dowers and the like that have originated within 12 years from the 26th November last. In litigation where the cause of action have originated before that period a reference must be made thereof to you either by the Resident or Raja to enable you to take cognizance of them. As to matters relating to land and Zemindary rights order of the Governor General in Council under date the 11th of April 1788,

Requests of Judge	Answers of Resident
	no claims of this kind are to be taken cognizanee of where the dispossession took place antecedent to the 1st July 1775. Revenue causes cannot be heard or entertained in the Adawlat without an express reference from the Resident or the Raja.
4th. The Order is, that the causes of Hindoos are to be settled according the Shaster. By the shaster the defendant who denies, is not bound (as by the law of the Koran) to make oath to the negative, and if the plaintiff has got no witnesses, he the said plaintiff, is to make oath and thereby prove his claim. But in oaths there are various kinds, which are according to the Hindoos each adopted and applicable to the extent of the demand and to make any deviation from the same is contrary to the shaster. Are therefore all the kinds of Oaths to be introduced or not. They are as follows : (*i*) Golah or hot iron balls. (*ii*) Kareea or by boiling Ghee (*iii*) Mar or by serpents (*iv*) Zeher or by poison. (*v*) Meezan or by the balance (*vi*) Gowshpan or by holy water. (*vii*) Bringe or by rice. (*viii*) By Children and other near and dear relatives.	4th. The several kinds of oaths here mentioned are not to be used and so for the Hindoo law is not to have operation but instead thereof in cases where the plaintiff has no witnesses and will persist in his demand if the defendant agrees to the plaintiff's swearing by the water of the Ganges that oath is to be administered or otherwise as such instances cannot to report the state of the case to the Resident and to wait his determination.
5th. For giving possession of boundaries and Zemindaries are Perwanahs to go from the Adawlat or from the Huzoor.	5th. The party who is to get possession is to exhibit the decree in his favour before the Resident who will thereupon proceed to order possession.

Requests of Judge	Answer of Resident
6th. In several districts Sundry Amils protect parties, and do not allow them to come in the Adawlat. Chuprassies return without being able to execute their duty. Let therefor a general order be issued, that on the complaints of people in the Mufussil the orders of the Court may issue to the Foujdar of every Pergunnah that the Foujdars may respectively send in the Parties wanted from their several Districts and when they become responsible on that account the business of the Adawlat will go on properly.	6th. For the greater ease of the Ryots and the suceess of the business of the collections it is better that the Adawlat peons should not go into the Mufussil for instead thereof. Let the Judge issue under his seal a requisition to the Amil or Jagirdar within those boundaries such persons resides whose appearance whether party or witness is required in that Adawlat to produce the said persons if a party either in persons only his authorised vakeel to answer, and if a witness to deliver evidence relative to such a complaint (the nature of which is to be noticed in the requisition) and within a certain number of days which are also to be limited therein according and in reference to the distance of situation, and to this effect General Orders from the Resident shall be issued to all the Amils and Jagirdars to consider these Regulations of the Court as those of the Resident, and in no respect to deviate therefrom or to delay the execution thereof in either of which cases the Judge of the Court is on the expiration of the term limited in the requisition to report such failure under the seal of the Court to the Resident who shall thereupon call upon such Amil or Jagirdar to account for his conduct, and if in the Resident's Judgment such Amil or Jagirdar shall not be able to assign a just and adequate cause such as the sickness of the party required... ..having left the said Amils or Jagirdars limits before the...........of the Court's order a fine of fifty Rupees shall certainly be livied from every such Amil or Jagirdar for every such offence.

Requests of Judge	Answer of Resident
7th. If the Party who is the defendant be an inhabitant of the Mofussil and that at the time of the plaintiff's complaining the defendant run away and take refugee in the towns of Juanpoor, Mirzapoor, or Ghazeepoor, and that the plaintiff attend in the Adawlat is an order from the Court to go into the said towns to summon the defendant.	7th. In these cases, the Judge of the Moolky Adawlat is to write a letter under the seal of the Court to such Judge of the towns as the case may relate to requesting him to cause such party or witness as shall be wanted to be sent to Adawlat by the Court peon who shall be the bearer of such letter, and the several judges of towns shall be instructed to conform to the requisitions of such letters may be thus addressed to them.
8th. In cases where the party cast pleads inability to pay the amount sustained to be due from him, but has nevertheless sufficient substance to effect it, tho he would thereby be deprived of the funds for his livelihood What is to be done?	8th. In cases of this kind, the Judge is to propose and get the parties to agree to a reasonable kistbundy so as to discharge the ascertained and adjudged claim by instalments, for the due adherence to and performance of which if the party cast will neither give, nor appeal his cause, has to be confined in the Adawlat prison as long as 8 months ; where if he still neglects to liquidate the demand against him, or to agree to a kistbundee with security, the judge is to take from the plaintiff the particulars of the defendants means of discharging such debt and to report the same to the Resident under the seal of the Court, who will thereupon order what may appear proper.
9th. What is the punishment for contempts of Court by the parties using harsh or improper language to the officers of the Court.	9th. Contempts committed in open court may be punished on the spot by the judge by a fine not exceeding 100 Rupees and confining such person till the same be paid or if such person be too indigent or unable to pay a fine then by the infliction of any number of stripes not exceeding fifteen.

Requests of Judge	Answer of Resident
10th. Whence is the expense of the mats and carpetting of the Court to be defrayed.	10th. Account of this expense to be presented every 4 months when such as is necessary shall be ordered to be defrayed.

Hereunder is annexed the regulations for appeals as issued on the 15th of March last and then also reported to the Governor General in Council consisting in six articles to which the Judge of the Moolky Adawlat is required to conform. Orders are issued to all Amils and Jagirdars conformably in answer to the 6th article.

As also to the judges of the towns of Juanpoor, Mirzapoor and Ghazeepoor in conformity to the answer to the 7th article a copy of the above questions and answers are sent to the Board with the following letter.

93. J. Duncan to Earl Cornwallis Governor General in Council. Banaras, the 18th January 1789.

* * * *

Mohammed Nasseruddeen Khan, Judge of the Moolky Dewany Adawlat having presented to me several heads of request and application for the regulation of his proceedings as Judge of the said Court, I have delivered such answers to each article thereof as appeared to me adopted to the due administration of justice in this country of all which I have now the honour to submit a translation for the information and correction (if necessary) of Government :—

The Judge of this very important Court has not yet been sworn as the Magistrates and Judges of the towns of Mirzapoor, Jaunpoor and Ghazeepoor have been. This ceremony I have not taken upon me to see performed as in the instances of the before mentioned Courts because the Moolky Adawlat is thus for more than they are under the Raja that its establishment is defrayed from the surplus of the Mal or funds for the pnblic revenue. Yet I think it would be very proper, and tend even to strengthen the authority of this Court to require from the Judge thereof that usual and solemn sanction which he would, I believe, have no objection to yield, but in that case he will probably expect a Khellaut which the Raja may not altogether like being at the expense of. As he will now retain no authority but a small degree of influence of any kind over the Court under your Lordship's sanction, I will however, propose to the Raja that he grants a Khellaut to the Judge, who may then come in it and be sworn in before me which will so far be preserving a kind of medium. Not that I think the administration of justice should ever be left in any degree further than the bare reference of causes to be true to the Raja, being convinced that the essential......of justice would very seldom be thereby answered nor does depriving him of this power seem to me any essential or real infringement on the original rights meant to be left with him, when Mr. Hastings raised him to the Raj as in his letter to the Board written upon that occasion under date the 21st of November 1781 :

"The late Governor General states that he had very early apprised the Raja, through his Naib, that he should not allow him the exercise of any privilege or authority on which an opinion of independency could be founded. That the mint, the Cutwally or Police of the town of Benares and the administration of justice to its inhabitants, the power of buying forces, and maintaining fortresses, were commonly understood as kinds of royalties or appurtenances of the sovereign state which therefore could not be allowed to him consistently with his relation to the Company, nor with the expectations which they would naturally from experience of the past troubles in the agreement, which he might make for the future administration of this province".

Yet notwithstanding this declaration Mr. Hastings does appear to have left the royalty of administering justice to all the inhabitants of Benares, beyond the limits of the capital to the Raja or at least to have made no separate or express provision for it any other line. But still according to the plain sense of the preceding quotation, Mr. Hastings's meaning must I think be construed to convey his idea that he had constituted Baboo Mahipnarain, Raja of Benares, with no more or greater sovereign powers than may be supposed to vest in other Rajas under the Hon'ble Company's Government.

94. Report of P. Treves on punishments for forgery according to the rules laid down in the Shastras of the Hindus. Dated April, 1789.

In the code of Hindoo laws there is no boundary to the punishments for this species of crimes, but the punishments are agreeable to the rank of the criminal. In the Book of Meetakchara it is written that if a man forges a Sunnund or Perwannah with the seal and signature of the Hakim for to be excused rent, or to get daily allowance, or if a man makes any alterations in a real sunnud, or if a man cheats in his measures or weights or alters them without permission of the Judge or if a man coins Rupees or gold mohurs to put lead in them and passes them as currency in the bazar, his punishments depend on the will of the Judge agreeable to the rank of the criminal. It is necessary that the Judge when he determines on such a man's punishment should have an eye to the customary punishment generally inflicted for the crime committed in the country he is in, and whether there is plenty or scarcity and how old the person is who commits the crime, or whether fat or lean, or of rank or not. As per example if a bazar man, a great rascal, fat and strong in a country where debased coin is not current and in the time of plenty should debase it with alloy, and in a town where they are unaccustomed to forgeries, the culprit ought to be punished with the greatest severity and if the Judge pleases, he may suffer death, or cut his hand off or flogging him extremely and he will act properly. And if a man of rank who is poor, in a famine commits the above crime and is likewise old and thin, in a country where forgeries and coining are common, his punishment should be conformable to his rank and his abilities to bear. There are some great punishments ordered in the Shaster, such as 1st banishment ; 2nd death ; 3rd mark in the forehead; 4th a fine of 1,000 Punns of copper; 5th confiscating effects; 6th to excommunicate; 7th to make them slaves; 8th Confinement; 9th to be driven through the town tied to a cart's tail; and 10th, to cut off any joint or member of the body ; these punishments are only to be inflicted on the following 3 casts of Hindoos, Chuttra, Byse, and Sudre. For Brahmins you can only banish them, seize their effects or fine them for the first offence, and for, the 2nd you may put a black and white spot on their forehead and expose them round the town.

History of the people that committed forgeries in former times and what punishment they received:—

In the time of the reign of Jahangeer King, a man that forged a sunnud was seized and brought to the Adawlat Cutcherry. The said King looked at him angrily and said was not your fear of the Royal wrath sufficient to prevent your committing such a crime. The culprit who was a sensible man answered, I did not put my name or that of my father's in the sunnud, neither did I make it for myself or child, but as God has bestowed on Kings the office of providing for all the people great and small as they who were necessitous and helpless by their inability to attain to his Royal Presence were not thought of and as I thought that on the last day God would ask you, why you did not protect the poor, I therefore merely for your Majesty's exculpation from the charge of not attending to the state of the distressed, look upon me to act thus far on your part to the end that those who being necessitous and not having admittance to you might apply to me and that I might bestow assertable daily allowance to such persons on your part and "Praised be God" I have not yet made a grant to any one of more than was requisite. When the King heard this ingenious answer he was pleased and observed that as the almighty had appointed him especially to provide for the necessitous, he was not desirous to have a partner in obeying the Divine Commands and that all persons who were distressed should repair in confidence to him and express their wants to the end that there might in future be no occasion for such officious agency. Saying which he ordered the party to be released, with an admonition not to repeat his crime. In the time of Allumgeer, some person took possession of some Pergunnahs in the Deccan on plea of a forged grant from His Majesty. This news came to the King's ear through the newspaper, and he ordered the man and the forged sunnud to be brought to his presence, when after enquiry the King thought that if he was indolent in the punishment of this man, that such crimes would become common and others would forge sunnuds in order to prevent which and to frighten others he ordered him to suffer death and proclaimed throughout his Kingdom that whoever was guilty of the same should suffer the same sort of punishment.

In the time of King Mohammed Shah many people committed forgeries and the crime of debasing Rupees with alloy and counterfeiting. The King by advise of the Molavies confined some, flogged others, and cut off the hands of some and banished others.

In the time of Nabob Shujauddowla Bahadur he gave orders to stop payment and resume all Jagheers and daily allowances paid in his territory. A man forged the signature of the Nabob and his Mutsuddies on Sunnuds, exempting them from this order. When the Nabob heard this he was angry and ordered the man's attendance who upon examination represented that he had never forged for himself or for his children, but as by the order of the Nabob for the resumption of Jagheers and allowances there were many good people destitute of bread, he was fearful they should complain to God against the Nabob. Therefore he committed the crime. The Nabob Vizeer by the advice of his Molavies ordered him to prison and proclaimed through all his Country, that they were not to pay attention even to real sunnuds till they received a letter from Mohammud Alaick Khan which order was same as his own.

In the time of Nabob Shujauddowla Bahadur after peace with the English he came to Fyzabad and was employed in the revenue concerns of his Country. Garachand a Bengally produced a forged letter from Raja Nund Comar appointing him his Vakeel at the Vizeer's Court, who when he arrived represented that the Raja desired him to inform him that the English were extremely grieved at having made peace with him and that the English intended to break the peace and seize the Vizeer and send him to England to effect which Lord Clive had left Calcutta and was on his way up and will endeavour by deceit to get you as far as Moorshedabad and will there put his intentions into execution. As the Nabob Vizeer was certain of the good faith of the English he paid no attention to what was represented to him and when he heard Lord Clive was on his way he went a lone towards Azymabad to meet him and embraced him at Chupra and altho from sundry circumstances there was an appearance of probability in the aforesaid information, yet the Nabob trusting to God's mercy did not doubt and when after friendly intercourse the subject of that Imposter's conduct was brought on the carpet, Lord Clive was much astonished and requested the man might be sent for. The Nabob had him sent for from Fyzabad. When he arrived and Lord Clive was satisfied of his imposture he had him put in irons and sent to Calcutta and agreeably to the advice of the Pundits ordered him to be confined for life and went himself to England. A little time ago Nabob Wallajah Mahomed Aly Khan, Subahdar of Arcot appointed and sent a proper man as his Vakeel to Shajahanabad to pray for a sunnud Ultumgha for the Subahship of Arcot from the King and told him not to mind any expense to obtain his wish. When the Vakeel arrived at Shajahanabad by the assistance of Mirza Najaf Khan he gave a Derkhaust for the Ultumgha sunnud for his master Najaf Khan demanded some Lacks of Rupees as a consideration and the Vakeel offered him 50,000 Rs. A man who was tutor to the Shahzada and who was capable of forging sunnuds received 200 Rs. from the Vakeel and gave him a forged sunnud. The Vakeel thinking he had procured it very cheap immediately set off for his Master which when Najaf Khan heard he sent some horsemen to seize the Vakeel wherever they found him and to bring him back. When the Vakeel came back to the presence the forgery of that man was found out Nabob Najaf Khan was angry and ordered him to be put to death. The King did not approve of his being put to death and asked the advice of his Molavies what punishment he should inflict. The Molavies on account if this man's being of rank and old, advised that he should not be killed but be confined for life. The King agreeable to the Molavies advice ordered the man that had forged the sunnud to be imprisoned for life and the man who caused it to be made to have all his property seized and expelled to Shajahanabad.

They say that among the crimes of Raja Nund Comar Bengally upon the proof of which the Gentlemen of the Supreme Council and Judges were at first pleased to commit him to prison this was one, that the Governor General Mr. Hastings himself produced witnesses to prove that Nund Comar himself forged seals and signatures of others men and kept them by him, which he produced when he had occasion for them and having forged other people's bonds got the money contrary to justice and by this villainy he distressed many. In this manner he forged a bond with the seal of Bolacky Doss Sayt, who was one of the greatest merchants in Bengal and got the money from the Company's treasury and spent it. When the Judges at Calcutta heard this of him, they examined their own Book and enquired of the Mussulman Molavies and the Hindoo pandits and kept him in prison to repent, but Nund Comar not fearing and not being ashamed did not sue for mercy but always denied his guilt. The Judges were much puzzled and were many days in the Adawlat The Sardars of the Country adjoining Calcutta were all summond to meet by the Council. Many people produced sunnuds and letters forged by him. Afterwards the Judges being convined of his guilt and thinking it necessary to make an example to frighten others from doing the same crime ordered him to suffer death.

I will now relate a new history. At this time no one makes enquiries and many countries are without Adawlàts forgeries and villainies of all sorts are now common, and many good people are injured by such rascals. Amongst the number of rascals, Duno Laul forged a bond with the seal of Mufty Mahommed Wassy, who is dead. He was a religious good man and left his children without a loaf of bread and kept the bond by him with an intent of some time. Hence producing it at the Adawlat, and no one knowing it to be a forgery he would demand the money from the helpless children and they not having money to pay his demand he would be able to get their house in his possession. Praise be to God that if this injustice had been suffered on the helpless children I dont know what would have become of them. It was God's will to ordain that there should be Adawlat in this Country and that the Judge should find the fraud out. Duno Laul and the man for whom he forged the bond attended at the Adawlat and the bond was produced and given into the Judge's hands. The children of the deceased Mufty were uninformed of this history. When they heard of it they blessed the Resident and in the same way many honest people had been robbed by forged sunnuds. On enquiry I found this out, when good people shall get their due and criminals be punished others will not be guilty of the like again and the Adawlat will have a great name.

What I and the officers of the Adawlut of Ghazeepoor after enquiry think ought to be done to Duno Laul and the other imposter is as follows.

As I am informed by the Mussalman books of law and the Hindoo Shaster that there is no fixed punishment for crimes of deception but that it rests entirely with the Magistrate for the time being. Therefore I shall write what I advise and think proper to be done. The execution of it rests with the Resident. It is proved beyond doubt that Duno Laul has forged sunnuds, Perwannahs and bonds. The forged papers have been seen by the officers of the Adawlat and those who caused them to be forged have confessed their crime and produced the papers therefore they ought to be punished, and what the people of the Adawlat think they ought to suffer is that those who are of rank of a sacred character and who from want of reflection committed this Crime, their punishment should consist only in being brought as far as the Adawlat. From the shame of which it is probable that neither they nor their children will ever be guilty of like practice and those of middling rank who thought they should promise not to do the like again, I know are not to be affected by shame, and therefore till they be reprehended and have their ears pinched it is very likely that they may return to their old practices and of those implicated in this cause who are of the lowest rank who would not mind having their ears pinched or being reprehended will be necessary to confine them for same time till they thoroughly repent and others are deterred by their example from doing the like. And as to Duno Laul who is the source of all these rogueries he would be worthy of the severest kind of Tazeer, that is to lose his hands or fingers, but in consideration of his advanced age and of the species of insanity with which he is affected and the prevalence of this crime according to the present mode in this country, and as he is needy and has a family of 6 daughters unmarried and one little boy, and his old mother living and a sister unmarried who have no support. But from his hands and having no other art than that of writing, and composition, the members of the Adawlat after having well weiged the subject think that Duno Laul ought to remain some years in prison since as he is a kind of fool and madman his promises and repentance cannot be relied on, whence it is probable that if he were to be released he might be led again by others to commit the same crime. Therefore he should be confined till his son arrives at years of discretion or till one of his daughters be married and that such person be responsible and provide for the family and enter into security in the Adawlat for the actions of the said person, but that till that time according to the custom of the Adawlat he should have some thing settled on his family from the Company's treasury not less than 4 annas daily from the expenses of the Jail of Ghazeepoor. To the end that his family may not die who have not committed any crime and that all lands, villages or money that has been procured by these forged sunnuds should after enquiry be resumed and that the rights of sundry poor people who have been deprived thereof thro' the forged sunnuds in question may on proof be restored to the same.

This was written the 1st December, 1788, agreeing to the first part of Rabi-ul-Awwal, 1203 Hejeree.

95. Letter from the Magistrate at Mirzapoor. Banaras 28th August, 1789.

There are many houses which have been mortgaged for these 25 years past, and in the mortgage-bond, it is specified or conditioned that if in 4 or 5 years, the Mortgager shall not pay the money, the subject mortgaged is to be relinquished by the mortgagee, and many houses are thus mortgaged that a long time has elapsed during which the mortgage for the mortgaged house, and the mortgagee having expended his own money has prepared the place. Now the mortgager wants to recover his property.

In my Wajib-ul-arz, which you signed, it is specified that causes of above 12 years standing are not to be heard from which respect to many causes of houses which are denied a hearing by reason of the length of time the parties go to you and complain. I therefore desire your orders.

A copy of the above was on its arrival sent to the Magistrate of Benares for his opinion thereon.

The Nabob Ali Ibrahim Khan having now sent his answer, it is translated and here recorded as follows.

From the Magistrate at Benares to the Resident.

I have received your letter dated the 5th of August 1789. You have been pleased to observe that to be informed of the nature of mortgages, as they exist in this country Lalla Bukhshy Singh has made a written application to you of which a copy goes enclosed. Wherefore you desire me to inspect it and to let you know, according both to the Mohammedan and Hindoo law the nature, rates and practice of mortgages as observed in the City of Benares and throughout the Zemindary appertaining to it. In such manner as that a proper answer may be written to this Hakim or Magistrate of Mirzapoor.

My kind Sir, I have inspected the arzee of Bukhshy Singh which you received, in which 2 species or kinds of mortgages are mentioned and as you are desirous of ascertaining the nature and different kinds of mortgages, I do therefore now represent the rates and varieties of mortgages as the same are regulated 1st by the Mohammedan and 2ndly by the Hindoo law.

The meaning of Raten is to mortgage. The Raten is the Mortgager, and the Murtehen is the Mortgagee and the Murhoon is the subject mortgaged. In Hindoo terms Dresht Bundhuk means a mortgage not in occupancy and Bhog Bundhuk one in occupancy. The rates of the different mortgages in the City of Benares and in the country depending on it, are according to the Mohammedan and Hindoo law as follows. 1st according to the Shera or Mohammedan law, mortgages are of two sorts.

1st. Rehn Mutlak or an unreserved mortgage made without specification or condition of and sort as to the time. Whenever or whatever time the Raten or mortgager shall pay the money the Murhoon or subject mortgaged may be released from the Murtehen or Mortgagee.

2nd. Rehn Mukeyd in which there is a term of period specified in this manner that if with such a time the Raten or Mortgager do not pay the money of the mortgage to the Mortgagee, the subject Mortgagee shall be sold.

This kind of mortgage is called Beih Waffa and whether such a kind of mortgage as this should be considered as a Beih or Deed of Transfer, there are different opinions. Sundry Oolemas or learned men consider the Beih Waffa as converted into a proper Deed of Transfer, after the expiration of the term therein stipulated, whilst with many others the said Beih Waffa is only even after the expiration of the term considered as a mortgage and the law proceedings are current in conformity to this last opinion.

In the Shaster there are also two kinds of Girow or Pledge or Mortgage-1st, the Dresht Bundhuk, from which the Mortgagee heaps no profit, and of this sort of mortgage there are 2 Sub divisions.

1st. That in which the year and month of the term is specified and 2ndly where the transaction takes place without term.

The second kind of mortgage among the Hindoos is that of Bhog Bundhuk from the subject of which a profit is derived by the Mortgagee. This kind has also 2 sub-divisions that is with and without a specific term or period wherefore when the Mortgager fixed and stipulated a term, such as that within the same, if he does not release the subject mortgaged, it shall pass in property to the Mortgagee in this case, after the elapse of the term, and waiting 14 days beyond it, the Mortgagee will convert the subject into his own property ; and if the subject in question has a garden or house, and that between the Mortgager and Mortgagee there shall have been a term and stipulation fixed to this effect, that for 2 or 3 years, the subject shall not be released in this manner till the term be elapsed the release of the subject is not lawful.

Such are the rates and customs of mortgages as observed in the City of Benares and in the Country depending on it. The practice with regard to the Dresht Bundhuk is as follows. The Mortgager deposits in mortgage the papers and Deed of sale of his house etc., with any one, upon a sum, and gives a writing for the interest of the said money to the Mortgagee, who doth not enter into the possession of the property thus mortgaged. In the Bhog Bundhuk, the Mortgagee, doth take into his own possession the house and the deeds thereof and in sundry places, the interest of the sum and the profits arising from the place are looked upon to be equal that is the Mortgager doth not demand of the Mortgagee the amount of the rent-nor doth the Mortgagee demand from the Mortgager the amount of his interest.

The mode in which the term is thus specified, that if within it, the subject mortgaged be not released, the property pledged shall in exchange for the claim or debt on the mortgage become the property of the Mortgagee which is in this Country vulgarly called Booda or Boora and in the Mohammedan law Beih Wuffa and the rules thereof according to both laws have been above specified.

The general practice relative to mortgage dealings in the city of Benares is as follows. As the Governor General Mr. Hastings established an Adawlat in the town of Benares and fixed the jurisdiction thereof and the appellate jurisdiction in my favour, he asked me by way of advice whether as in the Courts of Justice in the Company's Dominions causes of above 12 years standing were not heard, how it was proper that it should be otherwise in this city.

I answer that such a custom or rule was good for that City wherein a uniform course of justice had always been observed but that in places where such a course of justice had not been observed, it did not appear to me that the elapse of a period of more than 12 years should induce a forfeiture or supersession of right. He (Mr. Hastings) then answered that what I observed was true and that he left me with full authority to regulate the administration of justice as I should think fit, consistent with preservation of what was Right and Just. Therefore, ever since the appointment of the Adawlat I have fixed and settled the mode here as follows.

That causes of mortgage and other causes of mercantile transaction altho they might be of older than 12 years standing, should or good eause shewn by the claimant for his not being able to complain and commence his proportion during all that time-be heard But that if the plaintiff could not allege or prove a valid and clear cause for not having complained during so long a time his cause be dismissed. But now since the establishment of the Court of Appeals in which there is a general order understood against hearing causes of above 12 years standing after ascertaining the oldness of the cause, orders are also issued from this for not at all hearing the cause, altho the plaintiff should be able to shew a valid reason for having withheld his complaint and prosecution and how much loss of justice this may occasion cannot be hidden from you as in manner following-1st after its becoming clear that the prosecutor has a good and clear reason for not having brought forward his complaint for time, and that he has Sunnuds and proofs and that for instance his opponent have no proofs or vouchers to justify his retaining possession of the thing thus mortgaged, thus generally to order that because a cause is of longer standing than 12 years it cannot be heard tends to general prejudice and is shutting the eyes against Justice.

2nd. Relative to mortgages if there be any period fixed for hearing thereof, or that causes about 12 years standing shall not be heard as after the Mortgagee derives a profit from the subject Mortgaged, and that the Mortgagee in question may from a desire to present it, not urge the payment of his money and as it may also sometimes happen that the mortgager has not ability and that the subject mortgaged remains for a long period with the Mortgager, in the case of the Mortgager should discover means to pay off the mortgage, and that there be an order not to hear such a cause, after the elapse of 12 years, it is apparent that after proof of the property of the Mortgager, and shewing good cause as aforesaid, the not hearing of such a cause, will tend to the loss of the property of the poor, which is equal to their blood, a circumstance which is not hid from the knowing. 3rd. Many persons of this county are religious and run after dispute, and do often get into their possession thro craft and cover houses and places from others, and after a long time ebing passed, they forge deeds of mortgage or other deeds in the name of the father or of the grand father of such person and represent that such a house or place has remained in their possession for upwards of 12 years. Should this not be enquired into and the cause not be heard because it is of more than 12 yers standing such will be contrary to the rates of justice and equity. But in other causes, where in sundry instances the plaintiff has not true or valid vouchers and sets forth a claim without voucher and that a long time has elapsed in such case to hear it is not proper because in this time probity and good-faith are difficult to be met. . . . and the inhabitants of this country are fond of contention, and do carry them on upon deceitful pretences. Therefore, a valid cause and clear reason are necessary to account for the prosecutors not having brought forward his suit for along time-besides which goodfoundation of his claim by sunnuds and proofs should be considered and if both those requisites be not found and not that in view of the oldness and many years standing of the cause it be dismissed-such cannot but tend to the due administration of Justice.

The Arzee of Bukhshee Singh is sent enclosed and it will pass under your inspection.

96. Dated 16th of August, 1784.

An answer is written to the Magistrate at Mirzapoor signifying that he has not occurately and fully quoted the regulation for not hearing causes of more than 12 years standing, because it is only ordered that he of his accord shall not admit to a hearing causes of a longer standing than that period, and in respect to those who think it too great a trouble to repair to Benares to obtain an order for the hearing of such of their causes as exceed that length of time, it is certain or may be concluded that for some reason or other the merits of them cannot be fit for investigation but the Magistrate is directed to explain well to the parties thus circumstanced the tenor of this order, which is, that if on coming here, they can shew good cause, they shall obtain an order for the admission of their suit altho exceeding 12 years.

That, for the rest, mortgage causes cannot, from their nature be limited as other causes in general and he must enquire into them without consideration to the length of time.

A circular letter is written to the other Judges of Ghazeepoor and Juanpoor enclosing to them copies of the above letter from the Magistrate of Mirzapoor and of the report thereon from the Magistrate at Benares for their information and guidance and apprizing them that mortgage causes are from their nature not limited to time, but must be tried whenever presented but that in regard to all other causes the former order is in force-for no causes of above 12 years standing being heard without permission previously obtained by the Resident.

On the subject of the Nabob Ali Ibrahim Khan, the Magistrate of Benares' report on this occasion is above recorded. The Resident observes to him Ist that no instruction was ever sent to his Court for limiting the admission and institution of causes and that the information which he mentions to have received on the subject is not quite accurate, because causes are not necessarily excluded even in the Mofussil Courts from their being of 12 years standing but require only in that case the order of the Resident to authorise their being instituted, and further that as the Nabob has former rates of practice for the Courts under this superintendence, he will no doubt cause these to be observed and act accordingly, wherever they shall not have been repeated or superseded by some positive and written subsequent regulation. Molavy Umer Ulla not having sent up the Mohrir (as he promised) who altered the date in the record of Jeswant Singh's declaration, a letter was written to him on the 29th of July 1789 to remind him thereof and in consequence, a letter was received from him dated the 6th of August as follows.

How could I forget your order. The fact is, that immediately on my arrival at Ghazeepoor. on the Ist of June, I proposed a question to the officers about the drawing the pen over the date of the declaration of Jeswant Singh, to the end that the particular thereof might be known what they told me has been all inserted in the Court Proceedings for the month of June, and...... must no doubt have passed under your inspection yet, by way of greater precaution I dismissed the Kholassehnavees or writer of the summaries and if it please God, when I came up to pay my respects to you I shall bring the said Mutsuddie up with me and after enquiry, whatever you are pleased to order concerning him shall be obeyed accordingly.

97. Regulation for the security to be taken from parties in civil suit in the several Adawlats.

From the plaintiffs in such actions Huzoor Zemindar or bail will be taken which for the present is deemed in regard to the suffixed. The Resident taking into consideration the different forms of security as taken in the several Adawlat on the commencement of causes as per the returns thereof made in pursuance of the Resident's order.

He finds that none of them (unless the form of such securities as taken in the City Adawlat) are exactly as they ought to be viz. in conformity to the 6th article of the regulations ordained in respect to the Court of Appeals, under date the 15th of March 1788.

Wherefore the following is a general form now fixed on and sent to all the three Courts of Ghazeepoor, Jaunpoor and Mirzapoor, the Resident leaving to the Judge of the City-Court to proceed as hitherto done.

Ist. Form of a security for a Dept. in a suit......in the Adawlats of Ghazeepoor, Jaunpoor and Mirzapoor.

I..............son of..............inhabitant of..............in the city of........... do stipulate and give in writing as follows :

Whereas...........

hath on a claim of..

instituted a suit against..

in the court of........... ....

I have freely and voluntarily become security for the said......that till the adjustment of the cause he shall attend in the said Court in which if he fail I am to produce him, and if I fail to do so, I must be answerable for the same and after the cause shall be settled by the Adawlat the said...shall either immediately abide by and perform the some, or appeal his cause according to the regulations all which rests with me. I am answerable for or otherwise. I am without dispute to make good and pay whatever part of the plaintiffs claim shall have been proved, wherefore I have written these few lines as a covenant and securityship that hereafter it may be as a voucher.

N. B.--This regulation and form of security being for causes in general does not affect the special regulation of the 31st of March last for the guidance of the Court Moolky Dewany Adawlat in causes that relate to claims to Zemindaries. From the Plffs. in such actions, Hazoor Zamin or bail will be taken, which for the present is deemed in regard to them sufficient.

98. At the Cutcherry present. Mr. Jonathan Duncan Resident. Original Regulations instituting the City Court.

For the purpose of further elucidating the circumstances of the cause relative to the charges against Abdur Rashid Khan, the following translation is here recorded. Papers and regulations that passed at the period of the original institution of the Court of Adawlat for the City of Benares in the year 1781 under the authority of the late Ali Ibrahim Khan.................

Hookumnamah from the Governor General Mr. Hastings to all the Amils, inhabitants, sojourners pilgrims and others in Benares.

As it is customary in all large cities that plans should be laid down for the protection of the inhabitants and their property, and no such has hitherto been settled for the City of Benares, which is a general resort of all cast of men from Hindustan and the Deccan, and not only to be considered with regard to its own inhabitants but as a city respected by the whole race of Hindoos, on this account the safety and protection of Benares is to be particularly studied and the Governor General by the full powers vested in him by the Governor General and Council orders and publics on the part of the Company as follows.

For the protection of the inhabitants and the administration of Justice, one man shall be appointed who shall have full authority over the inhabitants and sojourners in the above City and shall be called Hakim of the City.

It is further enacted that for the administration of his office 3 departments shall be established.

1st. A Cutwal to apprehend persons who may be guilty or accused of crime such as homicide, robbery, theft or other improper or wicked acts contrary to the safety of the inhabitants which may be committed in the City, and to deliver them over to the Foujdary Adawlat heretofore to be mentioned. He shall also prevent and dispense riots of disorderly people, and may punish those.........actually found creating disturbances, with not more than 20 strokes of a cane to enable him to perform the duty, acertain number of peons receiving monthly wages of wearing a distinguishing badge shall be put under him, in such number as the Hakim may deem necessary for the business of night guards and the other duties connected with the Cutwal. He shall be appointed to his office by the Hakim who shall also have power to dismiss him or on his people at pleasure and the Cutwal should be entirely under his authority.

2ndly. The Foujdary Adawlat to which those appointed a Darogah and 3 Molavies of merit and knowledge in the law and in decision of causes for the investigation of crimes committed in the City of Benares as above mentioned and the Surat Haul and Fatwah on every cause shall be sent to the Hakim who after examination of it will sign it and deliver it over again to the Darogah and Molavies, whose duty it will be to enforce the order so returned to them. The Darogah and Molavies shall also be appointed by the Hakim who shall also have power to dismiss them, or to alter or change their forms of process as he may deem requisite, and it shall be their duty to abide by the forms he may establish.

3rdly. The Dewany Adawlat to which a Darogah and 3 Moonsifs shall be appointed, men of fidelity and abilities from among the inhabitants of Benares for the investigation and decision of causes of debts, mortgages, settlement of accounts, transfer of property, right of vicinage, disputes of boundaries, questions of marriage, rights of inheritance and all other complaints on the subject of property, ground, money or other articles. In any business unconnected with the law the above Moonsifs shall decide according to the best of their judgment, but in those to which the law can be applied it will be the duty of the Moonsifs after hearing evidence on the cause to ascertain the right to decide agreeable to the Fatwah or Mohammedan law if the parties are Mussalmans or if the parties should be Hindoos, agreeable to the potie Shaster or law of Hindoos. For the better enabling them to perform this duty Molavies acquainted with the law and 2 Pundits learned in the potie shaster shall be appointed, that in every case as above written they should give their Fatwah agreeable to the Mohammedan law or the Hindoo Shaster. It is also ordered that in the case of the Moonsifs disagreeing in opinion they should separately write their opinions that it may be seen on what side majority is according to which the order may be given but in the case of their being equal the Darogah's opinion is to determine. Every cause not exceeding a thousand Rupees shall be considered as finally decreed by the Adawlat, but in causes above this if the complainant is not satisfied with the decision of the Adawlat he may appeal to the Hakim within a month of the decision and not afterwards, and the Hakim is authorized to decide upon the cause either upon the Surat Haul given in by the Adawlat or to institute his inquiries anew.

If the complainant brings new witnesses it will be the Hakim's duty to hear their depositions, if the complainant produces sufficient reasons for not having before brought them forward, and the Hakim being authorized to decide upon the decree of the Adawlat his decision will remain fixed and permanent. It is also ordered that the Hakim, the Darogah and Moonsifs should keep a daily account of the proceedings of their Adawlat to remain upon record in the Dufters. The Darogah and Moonsifs shall also be appointed by the Hakim who shall have the power to remove them, and to settle or alter the forms of process in their court and it shall be their duty to abide by the forms he shall establish. It is also ordered that the above Hakim shall monthly transmit to the Governor General in Council at Calcutta copies of the papers and all the proceedings and statements of the people who may have been appointed to or dismissed from office. New orders which may have been issued or new forms prescribed for the proceedings of the Dewany and Foujedarry Adawlats and every other papers which he may think necessary respecting the affairs of the City of his own office. And that he shall obey and fulfil all orders sent by the Governor General in Council; altho the authority of the Hakim extends only the limits of the city of Benares, yet to prevent the inconvenience which might occur from the escape of criminals to other places, it is further ordered that the Hakim and his people shall have authority to send a Perwanah under their seal for any criminal who may have committed a crime in the City of Benares and escaped out of its limits and having laid hold of him deliver him over to the Adawlat. And it is consequently ordered that all Zemindars, Amils and other people in authority throughout the district shall be assisting to the people of Hakim in laying hold of criminals who may have escaped into their respective quarter. It is also allowed to the officers of both the Adawlats to enjoin the attendance of witnesses who may live beyond their jurisdiction, when they may consider their evidence as essential. It is also publicly ordered that from this date Ali Ibrahim Khan shall be appointed to the office of Hakim of the City of Benares. Written 23rd. Of Showal, year 23 Julousy or 14th October, 1781.

Form of process ordered to be established in the Dewany Adawlat by Ali Ibrahim Khan under his seal and signature, the 1st of Zelhejja, 1195 Hegeree or 23 Julousy.

As it is even known that the Perwanah of the Governor General, Mr. Hastings is solely calculated for the prosperity and protection of the people of Benares, notice is therefore publicly given that the forms of process in causes brought before the Dewany Adawlat, which were left to be established by my judgment shall be as follows. The Darogah, Molavies, Moonsifs, Pundits, Paishkaur, Moonshies, Mohirrs and other officers of the Dewany Adawlat being collected together in the Cutcherry of the Adawlat shall attend to the investigation of such complaints as may be brought before them in regard to debts, bills of sale, mortgages, settling accounts, transfer of property, right of vicinage, disputes of boundaries, right of inheritance, of marriage questions, of caste or other complaints relating to the property, ground, money or other articles which may have a reference to the Dewany Adawlat. No complaints of above 12 years standing are to be heard unless the plaintiff can bring proof of his having been in minority or having undertaken along journey and when the plaintiff appears in Court he is to give in an Ekrarnamah stating that if he should fail in his attendance on the Court without sufficient reason, his complaint should be considered as of no avail and when the defendant attends on summons a responsible security must be taken from him and if the plaintiff and defendant bring with them their vakeels, the vakalutnamahs shall be signed or sealed by the constituting parties and the Cauzy's seal affixed to them, and after being delivered into the Adawlats the cause may be carried on thus. The vakeel thus nominated, if both plaintiff and defendant should agree to settle their dispute by arbitration, the names of the arbitrators appointed by both parties shall be inserted in an Ekrarnamah and the cause given over for their decision. Whatever their decision may be, a statement of it under the signatures of the arbitrators shall be lodged in the Dufter and decision carried into execution. In causes where the evidence of witnesses is necessary they are to be heard upon their oath on the Koran or on the Ganges water, and after the decision on the cause of the Defendant does not discharge the amount awarded to the complaint he should be enjoined to do so, or imprisoned and the amount paid from his effects. It is also proper that no Darogah, Molavies, Moonsifs or Pundits or other officers of the Adawlat should settle any business of complaint in their own houses but that every business which comes before them should be investigated in the Cutcherry and decided according to right, faithfully and religiously. The statements of the causes decided upon having been prepared with the Fatwah of the Molavies or the decisions of the Moonsifs and Pundits included in them and having the seals of the officers of the Court and my signature affixed to them they will be delivered over to the Seristadar and a statement of all the decisions entered monthly in the Bhye to be sent with a list to the Governor General in Council at Calcutta. It is also necessary that none of the officers of the Adawlat who are servants of the Company should receive the smallest amount by way of Russoom, bribe, reward, Tulbanah, consideration for service or in any other manner or under any pretence whatever, and that none of the parties should give anything to any of the people of the Adawlat. If the Adawlat officers demand or receive any thing from any one forcibly, the person thus oppressed ought to acquaint the Darogah of the Adawlat that he may punish the person so offending and prevent him from doing the like and if notwithstanding this injunction any of the Adawlat officers should demand from the parties in causes, or the latter give, any thing in the way above mentioned both of them shall be considered as liable to punishment by Government. The Darogah is also directed to give the strictest injunction to the people under him on this head and whoever may act contrary to it must be confined and information given to me of the circumstance. In every business belonging to the Foujdary Adawlat such as infliction of death, retaliation, cutting off the hand, and the chastisement of offenders, business of assaults, whoredom, abuse, or disputes on the subject of marriages, it is directed that the Dewany Adawlat shall not interfere, and if any person gives in a false complaint or gives false evidence shall after enquiry and proof be delivered over to the Foujdary Adawlat to be adequately punished by them. A copy of this form of process is to be stuck up on the door of the Cutcherry and to be advertised thro' the City of Benares for the information of every one.

Second form published by Ali Ibrahim Khan, 27th Zehege 1195 Hegeree or 14th December 1781.

In every complaint when the original claim may not exceed One thousand Rupees, Rehmut Ulla Khan will agreeable to the Fatwah of the Molavies or decision of the Pundits sign the Faissulnamah or decision reading over to me the Surat Haul with or without the parties attending, will deliver to the people concerned copies of the decree under the seal of the Adawlat. The signature of Rehmut Ulla Khan, upon the Faisulnamah shall be required to render valid the seals of the Moonsifs, Molavies and Pundits. In every business which may exceed One thousand Rupees after the proper enquiries have been made and the decision given by Rehmut Ulla Khan and the Moonsifs and I shall hear in the presence of the parties their decision, and put my signature to it agreeable to the Judgment of Rehmut Ulla Khan and the Moonsifs, or agreeable to the Fatwah of the Molavies and Pundits and the seals of Rehmut Ulla Khan, the Moonsifs and Molavies and the signatures of the Pundits shall be also put to it. In the case of the parties being Hindoos the cause shall be decided agreeable to the Shaster by the decision of the Pundits who will sign it and write the name of the potie from which their opinion is taken. Upon this decision the seals of the officers of the Adawlat will also be put, writing above their seals that the business was settled by the opinion of such a Pundit. In the case of both parties being Hindoos and wishing to have their cause decided by Mussalman law, a Razinamah is to be taken from them and the cause decided accordingly. If one party should be a Hindoo and the other Mussalman the cause shall be decided agreeable to the former custom of Benares by the Mussalman law. In a business of interest betwixt a Hindoo and Mussalman a decision will be given agreeable to the customs of the country. If both parties are Hindoos and one should argue that the cause should be decided by the Mussalman whilst the other wishes it to be tried by the Shaster, it must be decided by the Shaster.

Copy of a Perwannah from the Governor General directed to Mr. William Markham. If in the business of his department Ali Ibrahim Khan should require any assistance of troops, you will upon his request for a stated number immediately send them. Written 25th of Zecaud, 23 Julousy.

Copy of a third form published by Ali Ibrahim Khan, Ist of Zelhijje, 1195 Hegerie or 23rd Julousy,

As the Perwannah of the Governor General is solely calculated for the prosperity and protection of the people of Benares, notice is therefore publicly given that the forms of process in the Foujdary Adawlat which were left to be fixed by my Judgment shall be as follows.

That the Darogah, Molavies, Peishcaur and the other officers of the Foujdary Adawlat shall meet together in the Cutcherry and attend to the complaint brought before them respecting quarrels, abuse, whoredom, violence, disputes about marriage connected with the Law, the investigation of murder, theft, burglary and robbery and inflict whatever punishment may be judged proper not exceeding 20 or 30 strokes of the Tazianeh or confinement for a month. No high punishment to be inflicted without my having been previously acquainted with it, and where the punishment of cutting off a limb, infliction of death, a retaliation is adjudged, a Fatwah is to be made out under the seal of the Court and sent to me for signature after which it will be carried into effect. All papers of orders signed by me shall be delivered to the Seristadar and the statements of the causes which have been decided upon shall be monthly entered in the Bhye to be sent to the Governor General in

Council. It is also ordered that the officers of the Adawlat shall decide upon no causes in their own houses, but whatever business a quarrel may be brought before them shall be investigated and decided upon in the public Cutcherry. When a complainant appears in the Cutcherry security is to be taken from him and the defendant summoned and resonsible security to be taken from him also. But thieves, murderers and robbers must be sent to prison.

If the plaintiffs and defendants produce their Vakeels they must be furnished with Vakalutnamah from their constituents under their seals or signatures and under the seal of the Cauzy which are to be delivered into the record office of the Adawlat before their being heard in the cause. In causes where witnesses are requisite they must be examined upon oath on the Koran or Ganges water. Robbers and thieves who may be taken with the stolen property or upon accusations lodged against them after being properly examined, are to be released if they are found not guilty having previously received my sanction or if proved guilty they are to be used as above directed. No stolen goods which may be secured in the Adawlat from robbers or thieves are to be released without my previous sanction. As the Foujdary Adawlat is established for the punishment of guilty people no person must confine another on any pretence in their own house, nor send peons as a Mohassil over another. If it shall so happen that any person should act in this manner and the person who has been so oppressed should complain in the Cutcherry, the former will be punished.

A person making a false complaint in the Dewany Adawlat or giving false evidence, after proof of his guilt before the officers of that Adawlat, will be sent to the Foujdary Adawlat the officers of which will see him properly punished. Complaints of more than 12 years standing are not to be attended to and causes properly belonging to the Dewany Adawlat such as debt, sales or purchases, mortgages, disputes on accounts inheritance, rights of vicinage and disputes respecting boundaries shall not be heard before the Foujdary Adawlat.

It is also directed that none of the officers of the Adawlat who are servants of Government, should receive the smallest amount by way of Russoom, bribery, reward, Tulbanah, consideration for services or in any other manner or under any pretence whatever, and that of the parties in the causes should give the smallest amount to any of the officers of the Adawlat. If they demand or receive any thing from any one, the person thus oppressed ought to acquaint the Darogah of the Adawlat that he may punish the person so offending and make him restore the mortgage and if notwithstanding this injunction any of the Adawlat but officers should demand from the parties in case or the latter give any thing they shall both be considered as liable to be punished.

The Darogah is also directed to give the strictest injunctions to the people under him on this head and whoever may act contrary to it must be confined and information given to me of the circumstance that he may be dismissed from his office and punished.

A copy of this form of process is to be stuck up on the doors of the Cutcherry and advertised thro' the City of Benares.

Copy of a form of process for the foujdary Adawlat and of a affixing the seals of the Court delivered by Ali Ibrahim Khan to Mirza Mohammed Hussain and the officers of the Adawlat, 27th Zehyge, 1195 or 14th of December 1781.

As it is mentioned in the Hookumnamah for the Foujdary Adawlat that the Surut Haul of every caused should be brought after investigation with the Fatwah to the Hakim and who would after considering and investigating the business sign the Fatwah and again deliver over the Surut Haul to the Darogah and the officers of the Court, the Darogah and Molavies must accordingly take care that this order is observed. It is also inserted in the order that the Hakim has the authority to prepare the forms of process for the Adawlats and I accordingly order that in the Foujdary Adawlat when a person after enquiry of the Court and my being made acquainted with the Surut Haul may be thought liable to the punishment of from 20 to 30 strokes of the Tazianeh. Mirza Mohammed Hussain may sign the Fatwah and having inflicted the correction may release him. Upon the Surut Haul my approval only will be written and the seals of the above Mirza, the Molavies and Mirza Bauky Beg Khan will be put upon it. In any punishment exceeding the above, I shall after hearing the Surut Haul sitting in the Adawlat sign it agreeable to the decision of the Molavies and the only the seal of Mohammed Hussain and the other seals above mentioned will be put to it, when the officers of the Adawlat will carry it into effect. Summonses will be issued under the seal of the Foujda y Adawlat and the mark of the above Mirza and when the business of any person is settled and he desired a copy of the decree it will be given under the above seal.

Copy of Instructions under the seal of Ali Ibrahim Khan to Mirza Banky Beg Khan.

The Cutwalee people must perform their duty with fidelity and propriety and never remit in the smallest degree in their case and attention to the safety and Security of the city and the environs. They must use their utmost endeavours to apprehend and confine all thieves, house-breakers, robbers and murderers and send them to the officers of the Foujdary Adawlat who after investigation of their crime will punish them agreeable to the instructions they have received for that purpose. They must also use their endeavours to prevent all disturbances and quarrels of riotous and disorderly people and are authorized to quell disturbances of this nature by inflicting a few strokes of the Tazianeh on those who may deserve this punishment. It is also necessary that they should give the strictest injunctions to the Chowkidars of each quarter of the City to pay the greatest attention to the Guard of their respective quarters and give immediate information of anything that happens to the Cutwal. The Cutwal must daily get a report of whatever happens in the different Mohallahs and immediately take the proper precautions which may be suited to the case. He must also in the case of any theft, house-breaking or burglary happening use every endeavour to catch the perpetrators and send them to the Foujdary Adawlat that they may receive an adequate punishment. If any persons should be laid hold of on suspicion of theft, murder, robbery when the Cutcherry of the Adawlat is sitting, they must be immediately carried before them and if the Cutcherry should not be sitting they must be confined in Jail till next day and carried with a guard before the Cutcherry. When if the Court judge them not guilty they will be released. If any person should be apprehended for stealng paddy or his bullocks of sheep pounded for feeding in people's grain fields, after enquiry and giving him some slight correction, he must be released. It is also necessary that the Cutwal or his deputies or other people under him should in no way distress nor oppress the inhabitants, travellers or others in the city nor demand nor receive the smallest amount from any one either in money or other articles by way of penalty reward, nazer, bribe, Tulbanah or otherwise either by or without the desire of the person. Whatever goods or property of thieves or robbers may be seized a correct copied list of them must be without delay sent to the officers of the Foujdary Adawlat who will either sequestrate or release them after informing me of the circumstance. If a thief, murderer or robber should escape from the jurisdiction of the city of Benares, I must be speedily acquainted with the circumstance that I may take the necessary steps for his apprehension. You must also avoid any interference with the business of the Dewany Adawlat and punish any of the servants under the Cutwaulee who may be found faulty or act contrary to the regulations prescribed for them. If they deserve to be dismissed information must be given to me. You must keep the securities, the muchalka and the receipts for the monthly wages of the sebundy agreeable to the usual form, and the wages of each person is to be given conformable to what I have written down. The papers are to be delivered in as usual immediately to the Dufter. You must also avoid any interference with the collection of the ground rents, the duties on merchandize, the Bazar and other duties in Benares as well as the regulation of the Bazar, providing workmen, or transacting commissions which are all the business of the Ameeny department. Reference made by the Dewany Adawlat. Altho' the officers of the Dewany Adawlat are night and day employed in their duty, yet on account of the pressure of business upon them a number of arzees are collected in the Dufter which the plaintiffs in the causes complain of in the Cutchery, and make a clamour to get their cause speedily settled. Be pleased to say what you may deem proper to be done in this case.

Answer by Ali Ibrahim Khan.

I am sensible that the officers of the Dewany Adawlat attend to their duty in the Cutcherry and that still their are a number of arzees collected in the Dufter, and that the people of Benares who are not acquainted with the regulations of the Adawlat make a clamour about their causes being speedily determined, and do not allow the proper attention to be paid to the business before the Court. As there is a great number of inhabitants and much business for the Dewanny Adawlat in Benares in comparison with other cities and as I wish agreeable to the Hookumnamah of the Governor General to transact the business so as to affect the convenience of the people and to secure my own good name and as both the Dewany and Foujdary Adawlat are by the Governor General's orders put under my direction, in this case the most advisable mode that presents itself to me till the collections of complaints and the clamour about them decreases is to deliver over a number of the arzees belonging to the Dewany Adawlat, to the Molavies of the Foujdary Adawlat for investigation, that the clamours on this head may cease, and the Governor General and Council be pleased with the number of causes which will be decided monthly. Whenever the collected Arzees and the clamour about them is lessened the officers of the two Adawlats will again attend only to their own particular business respectively, in the meantime there is no harm in their both being thus employed.

99. J. Duncan to Hon. Sir John Shore, G. G. in Council, Banares the 18th March 1795.

Translation of a report on the manner in which the night watch of the police is conducted in the city of Benares in 1781.

1st. There are 5 Cutwally Chubootras, to each whereof are attached a Janesheen and a certain number of Chupprasies and a trumpeter in sufficient number to go to the round and keep watch. And accordingly every night the people attached to each Chabootra are numbered or mustered, after which they are divided off to make the rounds, in such manner that at the heads of the streets chupprasies remain stationed to take cognizance of corners and Goars and not to allow improper people to pass and besides these stationed Chupprasies the others attached to each Choukey taking with them the Janesheen make the rounds and take up all disturbers of the peace. In like manner as do the Chupprasies stationed at the heads of the streets keeping such persons with them till the round passes and then delivering them up and in the morning the Janesheen sends all such parties to the Adawlat.

2nd. Besides this, the Jematdars of Swyrees with their brethren after passing, muster before the Sudder Mutsuddy divide into distinct parties and traverse all the streets and lands that are thoroughfares partly as suspects and partly in an open and undisguised manner, assisting the other, or maintain patrol as occasion may require; and it is also the peculiar duty of these Swyrees, according to their engagements to trace out and recover stolen property and the night patrol under the Janesheens do also co-operate with and support the Swyrees as circumstances point out.

3rd. The Cutwal and his Naib proceed also every night to watch over the conduct of the night patrol and of the Swyrees, in such manner as to take cognizance of whatever passes at the several chubootras or within their limits, chastising and punishing according to their fault such of the stationaries chupprassies as are found asleep or negligent at their post; and for this inspection the Cutwal takes one round and the Naib another, because on account of the extent and population of the City, the Naibs going out each night in a separate direction is necessary to have an effectual check over the whole.

4th. Each succeeding morning the Janesheen Chupprassies at the Chubootras, proceed to make their report to the Cutwal.

5th. The Hircarrahs attached to each Chubootras proceed in the morning to bring an account of all accidents that may have happened in the town or in the interior of the houses, which as far as is necessary they report to the Adawlat.

6th. There being in Benares various Culdesaer or streets without thoroughfare, having at their entrance a Phatuck or gateway with folding gates which are shut up and guarded by and at expense of the inhabitants living within such culdesaers, the Pasbauns and Negabauns or Watchmen who are employed by the inhabitants for this purpose attend every morning at the Office of the Cutwally Mutsuddy of the principal or Sudder Chubootra and report whatever accidents may have happened during the night within their respective Phatucks.

7th. There are also regular reports made from the Serays appointed for the reception of travellers by the Bhutairehs or persons who keep them from all which source of information a daily statement is made out.

8th. In the daytime the Cutwally Chupprassies divide into distinct rounds to make enquiry after gamblers, thieves, pickpockets and other disturbers of the peace and they remain also stationary at the out lets of streets that are thoroughfares and wherever there happen to be large assemblies of people.

9th. And from whatever quarter whether in the night or day intelligence arrives of any impending brawler affray the Cutwally or Police Officers proceed thither in a sufficient body whether in the night or day to put a stop there and to take cognizance of every disorder and to check keep under the disturbances that may arise in the shrofkhanes or places appointed for the sale of liquors, besides which they eating their inspection to what passes the Ghauts of the City.

10th. Whoever by any unfortunate event or accidental cause is brought for his other remains to be burnt at the riverside, the Dowms there give notice thereof according to their turns and after an inquiry by the Cutwally Officers an order is passed for the obsequies being performed.

11th. And in cases where persons wish to put themselves to death either by fire, water or burying themselves alive (all which modes are known by distinct terms among the Hindoos) the Cutwally Officers arriving endeavour to dissuade them from their purpose and give notice to the Adawlat of such as remain obstinately determined.

12th. The Hircarrahs of the Cuttwally do also give notice of the natural death of persons without which is forwarded to the Mutsuddy of the Butalmal.

13th. The Cutwally department has also the inspection of the Sungi vizunee or weights used in the town.

14th. It also attends to the preparation of the Ghauts for passage of troops passing from Oude into the Provinces or vice versa and to their being supplied with provisions while they remain in the vicinity of the city.

15th. It is also the duty of the Cutwally Officers to attend to the prevention of fires in the warm and to the supporting of decayed and mud houses in the rainy season.

16th. Thro' this department Gentlemen and British subjects in general are commonly supplied what they want of workmen, labourers and other similar aids thro the Choudries of the different trades people.

Particulars of the night patrol and of the stationary guards of Chupprassies of the Cutwally or Police Department of Benares :

Persons employed	277
Janeshees and their immediate establishment	34
Chupprassies and etc.,	243

There are not servants enough allowed on the establishment to have guards at every place but the distribution of those that are entertained is as follows.

Ist. Principal or Sudder Chubootra.

Janesheens etc.	74
Janesheens	11
Chupprassies	63

Distribution of the Guards and Patrol in all 74 persons.

Stationary Guards	28
Coodegur Tola	2
Bishesher Mot	2
Nypalee Hupra	2
Behem Nala	2
Cachowry Gallee	2
Chouk	2
Mint Gate	2
Nalaboola	2
Nundun Sahay's Mohalla	2
Silk Market	2
Mundevee Dal	2
Chubootra	3
Rauje Mundil	1

The Janesheen and his people make rounds extending them to when the smallness of the establisment will not allow of stationary guards.

For this service there are in all 46 persons Cauzy Mundvee Chubootra 24

Janesheen etc.	3
Chupprassies	21

Distribution of the guards and Patrol guards	15
Chubootra	3
Mundvee Aam	2
Behleeah	2
Setempoora	2
Nypoora	2
Hunooman Phatuck	2
Termahanee Khurd	2

The Janesheen with a certain number of the chupprassies make 2 rounds as above explained.

They are in all	9 persons
Caabbyro Chubootra	23 persons
Janesheen &	4
Chupprassies	19

Distribution of the guards and patrol.

Guards	14 persons
Guy Ghaut	3
Jytunbur	2
Termohanny	2
Daranagur	3
Chubootra	3
Rauji Mundil	1

The Janesheen with the rest of the Chupprassies make 2 rounds.

They are in all	9 persons
Chubootra of Telua Nala	21

Janesheen	3
Chupprassies	18
Distribution of the Guards and patrol guards	15
Patany Tola	3
Termohany	2
Teryneem	2
Phatuck seray	2
Bhedawn	3
Chubootra	3
The Janesheen with the rest of the Chupprassies make 2 rounds in the course of the night being in all	6 persons
Chubootra of Duss Assumer	33 persons
Janesheen etc.	3 persons
Chupprassies	30
Distribution of the Chowkees and patrol guard	29
Sanorpoora	2
Derew Singh's house	2
Maan Serwer	2
Gunga Mehal	2
Ahlea Bye's Phatuck	2
Rouny Bhowanny's Phatuck	2
Seetla Ghaut	2
Duss Assumere	2
Jugjewpoora	2
Jungumbary	2
Chubootra	3

August Koonda	2
Phatuck Chousutty	2
Ehya Beer	2
	— —

The Janesheen with rest of Chupprassies go the rounds. They are in all 4 persons.

Particulars of Swyries.

Deby Dut Singh Jemadar and his Swyrees.	40
At the Chubootra	6
As Guards	36

Guards of Swyrees.

Lucksa	2
Raunny Bhowany's well	2
Bedanund's Bazar	2
Dowreea Beer	2
Sonarpoora	2
Mussaun Ghaut	2
Phatuck Shukh selem	1
Rauje Mundil	1
at Deby Dut's house	2

Duby Dut with the rest of Swyrees make 2 rounds during the night having in all 18 persons.

Under the Chubootra	4
Guards	26
Aurangabad	2
Cishipoor	2

Bazar Baboo Pawsan Singh	2
Hurterret	2
at the Jemadar's house	2
Sheekh Selem Phatuck	1
Rauje Mundil	1
·Pandereeba	2

Sheo Laul Singh with the rest of the Chupprassies go 2 rounds having in all 12 persons.

Gulaub Singh with 6 Swyries go the rounds from Madho Dossi's gardens.

Hurdut Singh Swyree with his people in all 11 :—

at the Phatuk of Rungeal Doss	4
at Sooktola	2
at Chubootra	5

There are 8 Cuttwally peons at the Adawlat for the guard of the prisoners.

Mirza Nuzer Baky Beg proceeds every night from the Adawlat thro half the town, his Naib Meer Subz Ally taking the other half and this they do alternately with the former proceeding with 8 peons with the latter 7.

List of the Phatucks where private watchmen are stationed as guards. There are some others without watchmen of which the inhabitants have sole custody and shut and open at their pleasure.

Watchmen of Jungumbary who has charge of 3 Phatucks.

Ditto of Cabyre has charge of	4 phatucks
Ditto of Punny Tola	4 Ditto
Ditto of Ram Ghaut	3 Ditto
Ditto of Sook Tola	4 Ditto
Ditto of Gola Denanauth	5 Ditto

Ditto of Mucherhutta	8 Ditto
Ditto Nundun Sahoo	2 Ditto
Ditto of Gulee Shukur Kund	2 Ditto
Ditto Bengalee Tola	4 Ditto
Ditto of Gowal Dass	3 Ditto
Ditto of Cheyte Gunge	2 Ditto
Ditto of Madhoram	1 Ditto
Ditto of Kulka Gullee	3 Ditto
Ditto of Dood Beynay	2 Ditto
Ditto of Ghaussy Tola	2 Ditto
Ditto of Gowal Doss	3 Ditto
Watchmen of Bal Mokind	14 Ditto
Ditto of Aurangabad	2 Ditto
Ditto Lohory Tola	4 Ditto
Ditto of Mehboose Khare	2 Ditto
Ditto of Mudnpoora	3 Ditto
Ditto of Gunesh Chumre	4 Ditto
Ditto of Ali Gunge	2 Ditto
Ditto of Kurn Ghutta	2 Ditto
Ditto of Rajas Durwajas	1 Ditto
Ditto of Gullee Chundoo nye	3 Ditto
Ditto of Doon Mul	2 Ditto

Swyrees or place for travellers of Aurangabad; of Shaista Kḥan; of Meer Rustum Ally ; of Shetab Roy.

100. W. Loil to J. Marjoribanks, Esqr. Assistant to the Magistrate in in charge of the Zillah of Mirzapore Court of Circuit. Benares, 17th February 1808.

* * * *

I am directed by the Court of Circuit to transmit you for your information and guidance the enclosed copies of a letter from the Secretary to Government in the Judicial department to the Nizamut Adawlat, and of a letter from Nizamut Adawlat to this Court with extracts from the letter of the Nizamut Adawlat to Government referred in Mr. Secretary Dowdesworth's letter.

101. J. Walker to William A. Brooke, Thomas Brooke and James Stuart acting Judges of the Court of Circuit for the Division of Benares. Fort William 21st, January 1808.

I am directed by the Court of Nizamut Adawlat to acknowledge the receipt of six letters from you dated the 1st, 9th and 30th of November last with their enclosures, containing the arrangements proposed by the several Magistrates in your division in conformity with the provisions enacted by Regulation 14, 1807 and in reply to transmit to you, for your information, the accompanying copy of a letter addressed by the Court to the Right Hon'ble the Governor General in Council, under date the 18th Ultimo, with extract of a letter in reply from the Secretary to the Government in the Judicial Department dated 15th instant.

The Court desire that you will issue the necessary instructions to the Magistrates subject to your authority for carrying these arrangements into effect, under the modifications detailed in the Court's address to Goverment at the same time communicating to them for their guidance, the proposition contained in the 18th paragraph of that report, which have been approved, by Government, in regard to arming the police guards in their respective jurisdictions, with a spear in addition to a matchlock, or with a sword and spear instead of a matchlock as may appear most expedient.

You will also direct the several Magistrates in your division, as soon as the Register of village watchmen required by Section, XXI, Regulation XII, 1807, shall have been completed to furnish a particular report of the present establishment of guards and watchmen entertained by the land holders and other individuals within their respective jurisdictions, with their sentiments upon any measures, which may appear practicable and expedient for obtaining the aid required from them by the regulations as subordinate officers of Police, and submit the same with your own observations on the subject for the consideration of the Court.

The Court further desire that you will communicate to the Magistrates of Zillahs Goruckpore and Bundlecund, the remark contained in the concluding paragraph of the Court's address to Government, relative to postponing for the present the appointment of Police Aumeens in those districts.

The original map submitted by the acting Magistrate of Jaunpore, is herewith transmitted, for the purpose of being returned to him.

102. Extract of a letter from the Secretary to Government in the Judicial Department, dated 15th January 1808.

You are desired to inform the Court, that the Governor General in Council approves generally, the arrangements proposed by them to be adopted under the provisions contained in Regulation 14, 1807 for the support of the Police in the City and districts subject to the authority of the Provincial Court for the division of Benares. The Nizamut Adawlat is accordingly requested to issue the necessary orders for carrying those arrangements into effect, as detailed in the Court's report.

MIRZAPORE

103. The Police of the Zemindarree of Raja Kunbehadur noticed in the 4th paragraph of the Court of Circuit's letters of 1st November, is already placed under the immediate control of the Magistrate of Zillah Mirzapore by the orders of Government of 25th September last, and the requiste police establishment has been sanctioned, amounting to Rs. 256 per mensem, for two Tannahs and one police Chokee, instead of Rs. 509 proposed by the Magistrate.

3rd. In the remaining police jurisdictions proposed for Zillah Mirzapoor by the acting Magistrate (Vizt. 18 Tannahs and 8 Police Chokees at the aggregate monthly charge of Rs. 2528 the number of Berkundazes) appears unusually great and may without inconvinience be considerably reduced.

4th. The reduction which appears to us practicable under this head, the particulars of which are stated in the margin, amounts to Rupees 480 and with this exception we consider the remainder of the establishment recommended by the acting Magistrate (amounting to Rs. 2,048, or with Agoreeburhur Rs. 2304) to be requisite and proper in addition to the establishment before allowed for the town of Mirzapore and at Rs. 1,325 per mensem.

Tannahs.	Number proposed by the acting Magistrate.	Reduction.	Number recommended to be allowed
Shahpoor	20	10	10
Bindabasneee	20	10	10
Lalgunge	20	10	10
Hilleah	20	10	10
Gopee gunge	30	10	20
Bundvee	30	10	20
Suktesgurh	15	5	10
Putula	20	5	15
Bowlee	20	5	15
Chukeea	20	5	15
Shahgunge	20	10	10
Seiderajah	20	5	15
Chundowly	15	5	10
Kamalpoor	20	5	15
Zemania	20	5	15
Deeldarnagar	20	5	15
Surrenga	20	5	15
		120 at 4 Rs.	480 Rs.

The denomination of Berkandaz does not impose the obligation of arming the persons entertained under that designation exclusively with matchlocks. We are assured that it has long been the practice in many districts, and specifically in the province of Benares, to require the police Berkundazes to be supplied with swords and spears the better to enable them to continued with dacoits, who are generally armed with those weapons and we are clearly of opinion that whether so armed in addition to the matchlock or in place of it, police guards should not receive a smaller pay than 4 Rs. per mensem, the salary generally allowed to the inferior police officers in the lower provinces. For if a less rate be fixed, a consequent necessity must arise of entertaining a description of persons less deserving of trust. We therefore propose with the approbation of your Lordship in Council to instruct the several Magistrates in all the provinces subject to the immediate Government of this Presidency, to require the Thana and Cotwalee Burkundazes under their authority and receiving pay from Government to provide themselves in addition to a matchlock with a spear or if it appears expedient in any instance to arm part of the police guards with sword and spear instead of a matchlock, to direct the same accordingly and to hold the Cotwals and Darogahs under whom such police guards may be employed responsible for a due observance of the order.

104. J. Shakespear to W. A. Brooke, W. T. Smith and T. H. Ernest. Esqres, Judges of the Court of Circuit for the Division of Benares. Fort William, the 6th March 1810.

* * *

I am directed by the Court of Nizamut Adawlat to communicate to you, for the information and guidance of the several Magistrates within your division, the following instructions relative to the discharge of convicts sentenced by the Courts of Circuit, or Nizamut Adawlat to temporary imprisonment, and confined under a sentence of banishment, or otherwise, in a Zillah, or City, different from that in which they were committed for trial.

First. Whenever a convict sentenced by a Court of Circuit, or the Nizamut Adawlat to temporary imprisonment shall be in confinement at the approach of the period fixed for his discharge, in a jurisdiction different from that in which he was committed for trial, he shall be sent back (with the warrant containing his sentence, or an authenticated copy of it, if the warrant include other convicts who are not sent at the same time) to the Magistrate of the jurisdiction in which he was committed for trial unless the Magistrate having charge of the convict, on information of his intended place of residence, or for any other special reason, shall judge it proper to discharge him in his own jurisdiction or to send him for discharge to the Magistrate of a different jurisdiction, in which last case, he shall be sent to the Magistrate of such jurisdiction, and the Magistrate to whom the convict may be sent in such cases shall carry into effect the warrant for his discharge, taking bail or not, as therein directed, or in particular cases requiring bail, though not directed in the warrant, if from any information before the Magistrate, of the prisoner's dangerous character, it shall appear indispensably to adopt this precaution provided, that in all such cases the prisoner, with a full report of the Magistrate's information respecting him, shall be brought before the Court of Circuit, at the next session, for the orders of that Court.

Secondly, the Magistrate having charge of convicts to be discharged in another jurisdiction under the above rule is to send them, in such custody as may appear sufficient, and with or without fetters, or with an iron on one leg only as he may deem proper, to the Magistrate by whom they are to be discharged, so as to reach him before the expiration of their respective sentences and whenever a convict may have been committed for trial in a jurisdiction different from that to which he is sent for the purpose of being discharged or may have resided before he was apprehended in a different district from that in which he was committed, and also from that in which he is sent for discharge, notice shall at the same time, be given to the Magistrate both of the jurisdiction in which he was committed for trial, and of that in which he formerly resided,

Thirdly, the Magistrate sending convicts from one station to another under these instructions is to furnish them with a sufficient allowance for their subsistance on the way, at the prescribed rate of diet money for the calculated period of the journey. But the allowance for one month's maintenance not exceeding five Rupees, to which convicts released after an imprisonment of six months, or upwards, and appearing to be in need of such assistance, are entitled under Section 25, Regulation 9, 1793 is to be paid to them by the Magistrate who discharges them and he is required to be particularly careful that such allowance is, in all instances received without deduction by the person entitled thereto.

The foregoing instructions, (which are issued, with the sanction of Government on the suggestion of the Magistrate of Zillah Hooghly) have in view not only the prevention of hardships to which convicts released at a distance from their places of residence are exposed, from their suspicious appearance and consequent risk of being frequently seized and detained on their journey, but also to obviate as far as practicable, the ill consequences that have been found to result from persons of dangerous character, and convicted of criminal offences, being released at the expiration of their sentences, without the knowledge of the Magistrate in whose jurisdiction they were apprehended and brought to trial, or in which they have resided after being set at liberty.

It is expected that the Magistrates and Police Officers of Zillahs in which discharged convicts were apprehended and brought to trial or in which they may intend to reside, being duly advised of their release will take the requisite precautions to watch the conduct of the persons discharged, especially of such as may appear to be of dangerous character and to guard against the repetition of criminal offences by them. The Court of Nizamut Adawlat therefore desire that you will enjoin the strict attention of the Magistrates to the rules now transmitted for their observance.

PART III

TRADE AND COMMERCE

(A) MALET'S REPORT ON TRADE AND COMMERCE

105. C. W. Malet to the Right Hon'ble Charles Earl Cornwallis, Governor General, Fort William. Poona, 8th August 1788.

* * *

In this address I mean to confine myself to endeavour to accomplish your Lordship's commands of the 28th of November last to furnish you with a state of the commercial intercourse between the Marratta country and the Company's territories, as well with respect to imports from Europe as with respect to articles of merchandise produced or manufactured in India for the purpose of enabling your Lordship to form a judgment how far it may admit of an increase advantageous to both states.

In the prosecution of this object I shall first of all request your Lordship's notice of the enclosure No. 1 in which I have collected the material articles on which and by which our commercial rights are founded and protected from the commencement of our intercourse with the Peshwa, Independent of the Maratta Rajahs, in 1739 to the last Treaties through the mediation of Mhadge Sindhia in 1782/3.

The enclosures, No. 2 are statements of the exports and imports between Bombay and this state, for one year before the war, one year of intervening peace, one year during the war, furnished me from the Custom House records of that Presidency by Governor Ramsay. These statements are confined to the exports and imports of the Bombay Custom House, besides which there are also exports and imports at the subordinate port of Mahim on the northern extremity of the island of Bombay, but they are trifling.

No. 3 is an extract from the above statements, meant to shew at one view the comparative state of Commerce during these years and containing for that purpose the whole value of the imports at Bombay from this state for each year, with the quantity of the principal articles of the exports to this state. The value of the latter being unascertainable since not being subject to duty it is not entered in the Custom House Books.

No. 4 is a table of the imports of this Government on the principal articles of commerce between Bombay and this country, the value of the articles being conjectural on as good information as I have been able to procure.

No. 5 contains a statement of the charges on commercial intercourse between this city and Goa also of the inland manufacturing towns of the Deccan and of the inland commercial communication between the Deccan and the Company's eastern territories through Mirzapoor.

With respect to the stipulation of subsisting Treaties, as contained in No. 1, I am ignorant of any particular deviation from or infringement of them on either part, but I do not find that the British Government is in the use of the previlege of the 8th article of the Treaty of 12th October, 1756, though the Peshwa not only benefits by it to make the exports therein stipulated, but, since the Company's acquisition of the islands of Salsette, Carranja etc. is annually indulged with permission to export through the Company's stations, much larger quantities of grain than that stipulated for at Bancoot. Since my residence here, I have been particular in placing permission to make such exports, on the footing of indulgence. It is however likely to grow into a custom, the check of which, in future, may be cause of dissatisfaction. I have more than once applied to the Bombay Government relative to the expediency of using their dormant privilege of annually importing goods duty free to the amount of 1,50,000 Rupees, but, from their silence, conclude it cannot be an object worthy their attention.

From a consideration of the papers No. 2 it appears to me that the balance of trade between Bombay and this state is greatly in favour of the former, for though the value of the different exports from Bombay is not inserted, the costly nature of many of the export articles leaves no room for doubt on this point. It is also probable that some of the articles imported at Bombay from this Country are again exported to advantage.

The paper No. 3 seems to convey an extraordinary evidence that a state of actual hostility with this Empire very little affects the commercial intercourse. Since it appears that the imports at Bombay during the war were decidedly greater, and that the exports, except in the article of broad cloth, were not very deficient, this may, as far as relates to the former, be attributed to its being in the interest of the farmers of the customs and the land holders not to impede the intercourse, and as to the latter it certainly must ever be our interest to promote it.

No other remarks occurs on No. 4 than that it gives an idea of an extraordinary want of minuteness and discrimination in the arrangement of the duties, while on the other hand, the simple mode that is substituted to that of fixing the import on a valuation of the articles relieves the merchant from the vexatious cavil and altercation which must otherwis ensue with a grasping tenacious farmer of the revenue. The rugged topography of the country between Panwel and Poona, but more particularly the impracticability of the

Ghaut to any wheeled or draft conveyance confines the whole of the carriage to bullocks with exception of a few tattoos.

In the paper No. 5, I have ventured to go a step beyond your Lordship's commission to give you a general view of the foreign and internal commerce of this country independent of its intercourse with Bombay in which is included its communication with Goa the only other European port to the Deccan and with the Bengal Provinces through Mirzapoor from the records of which place your Lordship will be able to ascertain the increase or decrease of Commerce through that channel.

Having thus, My Lord, given you as well as I am able an account of the actual state of the commerce between this country and Bombay to which I have taken the liberty to add a general sketch of its foreign and internal commerce, I shall proceed to trouble your Lordship with such ideas as have arisen from the subject.

It has been suggested to me that the trade of Bengal raw silk and piece goods with this country through the channel of Bombay has greatly decreased of late years which decrease is imputed to the interruption caused by the war, and the consequent diversion of that trade into other channels. It appears however from the paper No. 3 that the war has not been productive of this effect. But even allowing that it had, I presume that the loss would have been confined to Bombay on being deprived of the beneficial consequence of commercial mediation but that the consumption of the produce of Bengal would not have been affected since other channels by sea and land present themselves to supply the stoppage of intercourse with Bombay. Hence arises a conclusion that hostility with this state is not in any case likely to be alluded with commercial prejudice to Bengal.

In the course of my enquiries for the more perfect accomplishment of your Lordship's commands I have been informed by Governor Ramsay that demand for Guzarat cotton in Bengal has greatly decreased of late years owing to the increased cultivation of it at Home. This seems to convey a proof of the increase of industry and population in the latter Province and as the same Gentleman mentions likewise a great decrease in the importation of raw silk at Bombay this likewise may be imputed to greater appropriation of that article to the establishment of new or the multiplication of old manufacture at Home.

It is a very curious circumstance in commercial intercourse that these two richest provinces of Hindoostan, I mean Guzarat and Bengal used regularly to exchange their respective commodities of silk and cotton. The former, the produce of Bengal, was manufactured in the highest perfection at, and distributed all over the Eastern World from Ahmedabad the capital of Guzarat, the latter the growth of Guzarat was distributed in still greater decree of delicacy and perfection from the looms of Bengal. These with spices were the articles by which the specie of the West has from time immemorial been drawn to the East.

If therefore by improving its manufactures of silk Bengal can at all rival those of Guzarat the advantage of its being a domestic produce will be decisive, while on the other hand should it emancipate itself from all dependance on Guzarat for cotton (in the fabric of which it confessedly excels all the world by cultivating sufficient for its manufactories the contraction of the produce and manufacture of those two grand articles itself must conduce greatly to the increase of its population and as necessarily draw into its circulation the specie of the Gulphs of Persia and Arabia not to mention that of Europe and a large portion of that of the rest of Hindoostan (though the fabric and sale of its finest white cloths have suffered an irrecoverable blow in the annihilation of the Moghul Empire in the elegance and refinement of which sprung their chief consumption) and in addition to its rice saltpetre, opium, sugar etc. to which I am informed indigo has lately been added, present as being the produce of the soil the most inexhaustible, most unfailing and most desirable sources of wealth. I am informed that several families of Guzarat silk manufacturers, sowcars, and others distressed by the oppressions of the farmers of this state who rule that Province have fled to and settled at Benares where they practise their former occupations.

In concluding this address I shall endeavour, by a slight sketch of the genius of this Government as far as it relates to the subject to meet the ultimate object of your Lordship in Council of enabling you to form a judgment how far the state of our commercial intercourse with it as above described is capable of improvement to the advantage of both.

The Peshwa administration is in every act more or less influenced by that avarice which so invariably and so strongly marks the Brahmin character. While mean in its genius and grasping in its policy, it frequently mistakes the mode of gratifying its ruling passion averse from and probably ignorant of the system and equitable principles on which alone commerce can be rendered flourishing by encouraging the industry in the security and happiness of the subject. Its chief attention seems directed to conquest and depredation giving employment at one to the desultory military spirit of the Marrattas and supplying the state and the chief individual Brahmins with wealth and power.

Commerce, but more specially foreign, less understood would be more slow and precarious in its operation. The arrangements necessary for its effectual protection are incompatible with that spirit of expediency and venality by which every thing is influenced at Pooa. They would in some measure entrench upon the arrogant principles of aristocracy by a general diffusion of wealth and interfere with the system of farms which is universally adopted from the smallest branch of the customs to the disposal of provinccs : Whence the subject instead of experiencing the uniform and vigorous protection of a wise Government is crueley sacrificed to the rapacity and oppression of the highest bidder.

The state of the numerous ports of the Marratta Empire on the coast of Malabar and Guzarat, but more especially the former evinces a spirit hostile to commerce, and I have not a doubt were its fleet equal to the end but that it would be instantly converted to the same predatory purpose at sea, as it's armies are by land, as it now is against all those whom it can muster. This perhaps is fortunate for us as presenting a bar to the admission and rivalship of our European neighbours though certainly customs of a single year in a well frequented port, would greatly exceed the profits of plunder after deduction of the expense which must be great in keeping up a number of piratical vessels.

The rich and commercial kingdom of Guzarat every town of which is or was inhabited by rich Brahmins a tribe as attached to commerce as an other tribe of Hindoos to its hereditary pursuits) flow infinitely more by its traffic during the violent convulsions of the Moghul Government previous to the establishment of the Marratta power than it ever has since that event, though time and tranquillity have given ample leisure for doing away the effects of conquest and the transfer of dominion.

The Moghuls, magnificent and ostentatious, required every article of luxury-Towns and cities grew out of this spirit. The Brahmins and Marattas less refined and more parsimonious are averse from and ignorant of those costly modes of expense. Hence those towns and cities deprived of the cause of their existence are mouldering fast into ruin and their wealthier inhabitants have sunk under, or fled from, the rapacity of their New Masters.

In this cause might probably be traced the seeds of the present drooping commercial state of all those provinces of Hindoostan that have been subjected to the Marratta power under which the provincial moneyed men, not to mention the substantial landholders, have been subjected to oppressions and exactions, personal property has become insecure, industry has failed, an aristocratical wealth arising from the soil and the labours of the peasantry has succeeded which is confined to the Conquerors, and Poona has become an insatiable sink into which vast treasures have been poured scarce ever again to circulate.

This was not the case under the Moghuls. The riches arrived annually to Delhi did not stagnate there, The internal commerce of the Empire and the spirit of the people gave full employment to the foreign influx of wealth the productions of each province and the performance of every art were in high demand, and the pay of the vast armies of the Empire kept pace in magnificence with every other article of expense. Hence arose numberless channels through which the wealth of the Empire was again circulated to its extreme branches.

The mere accumulation of riches by the inhabitants of an Empire is vicious and sordid but much more so, when it becomes the sole object of the rulers. A wise legislature studies to make them the stimulative of Genius of Science, of agriculture, and of commerce to convert them to the consumption of the produce of industry and so to arrange them as that the coffers of the state may be replenished from the redundance of the subject. But, my Lord, this system is not known at Poona.

The fixed and grand source of this State's revenue is agriculture, the best perhaps on which a nation can depend. That it has such a revenue is the necessary consequence of possessing an immense tract of productive domain. That it is not more productive but on the contrary that it laboures under every disadvantage proceeds from a faulty constitution. The second is its tribute fixed by various denomination on the greatest part of Hindoostan. The third, the predatory collection of its armies. The fourth its domestic sequestrations. And the last its collections on the commerce of the Empire, which I am inclined to think are comparatively trifling and insignificant.

Poona is still a large village to which people of all denominations and all professons are now beginning to resort from the other ruined parts of Hindoostan particularly from the decayed Moghul cities. Its reputation for security since the two abortive expeditions from Bombay has greatly tended to promote its increase in population as the wealthier Brahmins have in consequence begun to employ some part of their hidden riches in building, which single circumstance necessarily gives employment to a great number and a great variety of artificers as the wants attendant on large buildings are endless.

The circumstances which are above enumerated of the great wealth of the Brahmins and the great increase of Poona in buildings and inhabitants, must, I should imagine, cause a greater demand for the articles which can be furnished only from Bombay than heretofore. But from what I can observe of the present genius of the Government, I confess that I am inclined much to doubt, the practicability of improving or extending our commerce by any extraordinary means adopted for that purpose, and as I believe that the common course of causes arising from the state of the society has already operated its utmost effects and will continue so to do, so do I think that an endeavour to improve or extend to them would rather tend to awaken jealousy and suspicion of our intentions than to answer the liberal end proposed by your Lordship in Council.

(Here follows a statement of the charges and mode of commercial conveyance between Poona and Goa and with other principal manufacturing towns in the Deccan and the Coy's eastern territories through Mirzapoor.)

General Remarks.

Exclusive of the above principal piece goods manufactories there are several other towns of less note, as Nander, Bheer, Edgheere and Jalna. The Deccan is supplied with its best silk goods kincobs from Guzarat, opium from Malwa, matchlocks, bows and swords are brought from the northern parts of Hindoostan from Ahmedabad and other places and some are manufactured in the Mohammedan Cities of Hyderabad, Aurangabad and Bijapoor. A considerable quantity of Musulipatam Chintz reaches the Deccan which is used for making quilted coats and various other kinds of quilting. The turbans of that country are also good, but they are too short for the fashion of this Country.

Poona cannot boast of the establishment of a single manufacture, for surely the practice of a few fugitive and temporary weavers from Aurungabad do not yet entitle it to the name of possessing a manufacture.

The great vales (if a space of country full of distinct into which the Deccan is divided) are well furnished with rivulets most of which might, I conceive, even in their present unimproved state, be used to advantage during the rainy season, to promote the interior carriage of the country, but except the transportation of a very few rafts of timber, I do not observe that the smallest benefit is derived from them in that way. The long courses of the Gunga and Krishna might certainly be converted to great commercial advantages, not to mention the innumerable less important streams that flow into them, but as the direction of all of them is ultimately the same, the distant communication across that direction must necessarily intersect those ranges of hills which give direction to the rivers and by which as already observed, the whole country is divided. The rugged unimpaired passes of those ranges render bullocks the only practicable mode of conveyance, though carts of a very rude construction are used by the villagers for the conveyance of grain within the different ranges but even in whose spaces the country is extremely uneven and stony.

I am informed that formerly there was a great mart for the horses of the Deccan and the camels of Marwar at the great annual Jathra of Tripetty which is held in the month of October. Great quantities of the brocade and silk goods of Aurungabad and Guzarat with other piece goods, used to go with the caravans from the Deccan whence were brought in exchange several articles of the fabric of the lower Carnatic. This great assembly of distant nations at Tripetty was on religious principles, and the same strong attraction operates the same very beneficial effect throughout I believe the whole of Hindoostan. It is a great pity that the interest and happiness of mankind, so closely connected and so eminently promoted by such an intercourse should be exposed to the caprice and the passions of princes. The route of the Deccan caravans to Tripetty, was I am informed originally through Curpa. The violences of the Pathan Chief of that place while it was an independency diverted it further to the southward, through the territories of Hyder, and the late war between that Prince and the Company drove it back again still further to the northward through Hyderabad. But Tippoo is now, I understand, using his utmost efforts to bring this Golden Current into its ancient channel.

(B) TRADE WITH THE VAZIR'S COUNTRY

106. Jonathan Duncan to Earl Cornwallis, Governor General in Council. Shahgunge in the Pergunnah of Burhur, the 21st of March 1790.

As the state and regularity of the collection of the Customs dependant on this Zemindary, must interest your Lordship's Government, not only as a considerable object of revenue, but as having necessarily a material influence on the commercial connections between the Provinces of Bengal and Bihar and the other parts of India, I have therefore thought it my duty to submit from time to time the more important parts of such proceedings and orders, as I have found occasion to issue in this Department, in continuation of which I now transmit the enclosed extract as a sequel to my last general notice of the subject in my address of the 2nd of October, 1789.

2nd. From this extract, it will first appear that, at the instance of the Collector of the Nabob Vizeer's Customs at Foolpoor, I endeavoured to accomodate the importers by land of goods from that country, by authorizing those of them who brought with their goods the Nabob's Rownnnahs to proceed to one of the 4 head Custom House stations of Benares, Mirzapoor, Ghazeepoor or Jaunpoor before they paid their dues and took out their Rowannahs for the Zemindary. But as I found this indulgence liable to abuse by the merchants thence deriving an opportunity to pass thro the country without at all taking out a Rowannah, I have reverted to the former regulation by which importers by land are to let their goods remain at the first authorizing station till they have themselves proceeded or sent to the head on and taken out a Rowannah, the grounds of all which will appear in the proceedings in the accompanying extract, of which the dates are marked in the margin.

20th Dec. 1789
and
2nd March 1790.

3rd Feb. 1790
21st and 25th.

3rd. The next subject in the extract, as detailed in my enclosed correspondence, with the Custom Master at Manjee relative to what he considered, to be the irregularity of the native Custom Master at Mirzapoor, in charging at the various rates therein specified the duties on saltpetre, imported from the Vizeer's Dominions but the proceedings marked in the margin will shew, that the cause and foundation of these variations exist in the irregularity of the Nabob Vizier's Collectors of the Customs and in their sometimes not adhering either to the letter or spirit of the Commercial Treaty, by inserting as they ought the value on which they charge the duty, instead of which they not infrequently content themselves with merely noticing in their Rowannahs at what rate they have collected the duty per maund which of course affords no exact or regular rate for our assessment of the duty when the goods reached this Zemindary. I have repeatedly written upon this subject to the Resident at Lucknow in answer to which the Minister promises to enforce amendment, but I know not when it will be fully effected. Meanwhile it is necessary to apprize your Lordship of the circumstances to account both now and hereafter for the apparent differences in the mode of the Benares collection of duties on such goods according to the double or single rates, of which the Board have been already advised and as will also be found more particularly detailed in the extract.

Febry. 4th 1790.

4th. On the date specified in the margin, I issued a circular Order to the General Custom Houses to explain and limit the sense of a rate before laid down for their guidance (as already noticed in my address of the 2nd of October last) where by goods in general imported from His Excellency's Dominions for the consumption of Benares are to pay a duty of 5 per cent, but lest that rate should in any case be interpreted to extend to the piece-goods excepted in the 8th article of the Commercial Treaty, I instructed the Collectors that the said exception was of course in full force, and that no more than 2½ per cent was to be collected on such piece goods, whether the same were for the consumption of the Zemindary or to pass on to Bihar.

5th. Having lately been at Mirzapoor, I feel the greatest satisfaction in being able to assure your Lordship that the trade of that valuable mart is in a flourishing and improving state, as is evinced both by the considerable increase of the customs for all the months hitherto elapsed of this above the same months of the last fussily year, and by the great addition to the town itself, which has within these 18 months taken place in the creation of the new and spacious quarter called the Mohalla Engrezee, which is principally occupied by the Deccan merchants and is thence become the chief receptacle of their cotton for containing which its wide and regular streets are well adopted.

6th. There was however one hardship which I found these Deccan and Bundhelkhund merchants labouring under, and altho they did not require or even desire me to remedy it, I have never the less thought it equally consistent with justice and good policy to extend relief to them in the said instance as a gratuitous act.

7th, This relief consists merely in having reduced the valuation price of their cotton (on which the import duty is according to the Book of Rates to be collected from 10 to 8 Rs. which reduction places them on the whole on a footing with merchants who transport their cotton to Bengal thro the Vizeer's Dominions as will be clearly evinced by the calculation, inserted in the proceedings marked in the margin. Whence it appears that since the operation of the Commercial Treaty the cotton merchants frequenting at Mirzapoor have carried on their trade at a disadvantage in point of duty (when compared with those who make the Vizeer's country the channel of the same species of commerce of no less than 15 Rs. per cent. maund but now that they are placed on an equality I think it probable that much of the cotton trade that has passed hitheto by the Nabob Vizeer's mart of Foolpoor will now find its way to Bengal and Bihar, by the route of Mirzapoor so that no ultimate loss will, I trust, be occasioned to Government. From this evidently equitable regulation, which ought, indeed, to have taken place from the date of the Commercial Treaty had it then occured either to the parties interested to ask it, or to me to procure its being granted.

8th. From the continued and extensive line of trade and goods, constantly passing to and from Mirzapoor, the temptation to thieves is so great that scarcely a day passes, during a month's residence which I lately made at Mirzapoor without an instance occurring of some cotton or other articles being stolen, either in the mart or on the roads to it, and by the custom of the Country it is considered as incumbent on Government to cause immediate restitution to be made in these cases to the merchants and more particularly to the Deccan traders, who being wedded to their own particular habits and note it would be dangerous even to delay granting them immediate relief as they might thence be easily disgusted and the trade thereby be materially diminished. I have therefore always insisted on the Amils or the Magistrate making good these losses, according as they happend within either of their jurisdictions, and altho this be in respect to the Amils no more than the operation of a general rule which I have vigorously enforced in all cases of theft and robbery throughout the country yet, I was, whilst at Mirzapoor convinced from local observation that the Amils in that vicinity could not from the notion of the stung continue to be made thus constantly liable to all losses by thefts committed on the Mirzapoor trade, since the amount would be more than any calculation of their profits as Amils of the land revenue could extend to. At the same time that the hardship of holding them thus accountable was the greater from their being for these two years past inhabited from collecting any Rahadary or other duty in such commerce. Seeing therefore the necessity of providing more effectually for the security of this important trade and at the same of relieving the Mirzapoor or Runtet Amils from an unreasonable weight of responsibility, I saw no other means so likely to answer both those ends as the augmentation of the name of the Zemindary chowkeydars along the roads frequented by the Deccan and other traders to the mart of Mirzapoor, and I have accordingly now established a complete line of those watchmen from the western frontier quite up to Mirzapoor and for same way on the opposite side of the Ganges, making them inconsideration of the monthly wages assigned to them responsible for all losses by theft or robbery that shall be committed in their respective parts of the roads thus separately committed to their several charges, as per particulars of their names and of this establishment entered in the proceedings noted in the margin. On inspection of which I trust your Lordship will be pleased to approve of the additional monthly expense there by to be incurred, to the amount of Rs. 158-8 as the customs cannot but be more than proportionally increased by such further security afforded to the trade and as the expense will in fact not fall directly on Government but be deducted with the rest of the establishment from the Custom House receipts, which have all the appearance from their present flourishing state of being perfectly able to support this charge and at the same time of yielding an additional income to Government.

13th. March
1790

9th. The Custom Master at Mirzapoor having presented some written requests to me, relative to his Department they are recorded at the end of the enclosed extract and in consideration to the enlarged size of the town or mart, and of the other circumstances therein setforth, I have allowed an increase to his office establishment for subordinate officers amounting altogether to 28 Rs. per month for which I hope to obtain your Lordship's sanction and as I may not have a better opportunity it is but justice here to add that I firmly believe Meer Hajy, the Custom Master at Mirzapoor, to be a most faithful and valuable servant to Government and one who at the same time seems zealous to promote the advantage of the Company is very much respected by the Deccan and other merchants with whom he has to deal, a circumstance which is certainly of importance to the successful discharge of the trust reposed in him. I have not yet determined about the proposed increase to the present allowances to him and the other Custom Masters as admitted of, by your Lordship's late order, but intend to defer it till towards the close of the year. Mean while to excite their emulation, I have intimated to them that they may hope to be then distinguished in that respect, in proportion to the opinion I shall find grounds to entertain of their respective exertions for the public good.

10th. In reference to what I have above occasionally observed in respect to the flattering prospects of increase of revenue from the Department of the Customs I herewith enclose a comparative statement of the realized collections for the first six months of the last and of the present year, which exhibits a surplus in favour of the current one to the amount of Rs. (Omitted)

107. Jonathan Duncan Resident to G. H. Barlow, Esqr., Sub-Secretary. Benares 11th December 1795.

I have been favoured with your letter of the 21st ultimo, in consequence which I have proceeded to draw out the proposed new code of Custom House Regulations for Benares as herewith submitted being compiled from the former Code of March 1788 and the various subsequent orders of Government since issued.

2nd. The authority of fining or dismissing the native Collectors for neglect of duty and official irregularity as contained in the 4th Article of the existing Regulations of the 29th of March 1788 (Subject to the revision and contract of the Board of Revenue) proposed to be vested in the Collector.

3rd. The authority of levying double duties or of declaring the confiscation of goods in the instances severally noticed in the 4th, 9th and 10th articles of the existing regulations is also proposed to be left to the Collector reserving to the parties who may think themselves aggrieved the option of making application for relief against such decision to the nearest Court of Justice, in which case the execution of the Collector's adjudgement is to be staged until the decision of the Judge of the Court who may be required in the Judicial Code to be guided in his decree on such cases by the same principles as are laid down in the Custom House Regulations under which precautions this Rule may, I think, equally tend to ensure despatch as to secure equal justice to Government and individuals.

4th. The 6th, 7th, 8th and 17th articles of the existing regulations have been left out of the New Code is consequence of the instructions of Government as comprehending only the establishments and orders about the manner of keeping the accounts.

5th. As in pursuance of the 53rd paragraph of the Board's letter of the 19th of September a separate regulation has been prepared respecting the abolition of the internal duties the purport of the 13th article of the present Custom House Regulations of the 29th of March 1788, has therefore been transferred to it and on a similar principle have retained of the 15th article of the existing code only as much as to comprehend under it the substance of the 3rd paragraph of your letter of the 21st Ultimo conformably to which has also been modified the XXth. section of the old or existing Code as relates to the Collector's power of receiving complaints against his officers and causing them to restore with a penalty. All unauthorized exactions leaving to the parties dissatisfied with the redress they may thus receive from him to apply to the Adawlats at their discretion.

6th. The few Abkary articles that still remained under the customs as referred to in the latter part of the 15th article of the regulations still in force will of course make part of the new system for the tax to be levied on spirituous liquors and drugs, and ought no longer to remain under the Custom Houses.

7th. The proportions in which the native officers are allowed to divide among them the produce of confiscated goods is settled in the present or new code, somewhat differently as to their several proportions tho with more certainty than in that of March 17 8 and are such as have been in force since April 1792 on the ground that appear in my proceedings of the 1st of October of the same year.

8th. The purport of the 4th, 9th and 18th articles of the Regulations of the 29th of March, 1793 tended to render the whole of every despatch of goods confiscable for the smallest excess in any one of the assertment of which such despatch might be composed but in consequence of my letter of the 9th of April 1791, the Governor General in Council agreed on the 22nd of the same month to allow of a certain surplus without its incurring confiscation and the introduction of this Regulation having led to a question from one of the Custom Masters as to whether the still disallowed surplus in any one assertment should confiscated the entire despatch altho composed of various assertments of goods, or affect only that wherein it existed. I thought it best to order on the 23rd of May 1791 that the application of this new rule should extend only to the single article in which the excess was found as is accordingly provided for in the New Code.

9th. For the greater convenience of the merchants importing goods by the Ganges they have long been allowed the option of paying their duties at whichsoever head station might prove most convenient to them, provided they submitted their goods to inspection so as to ascertain their amount at the 1st Head Custom House station after their arrival within the district and did there enter into a written engagement to make good the amount of duty into the treasury of that Head Custom House station which they preferred to which effect, are therefore certain provisions in the New Code.

10. I have only to add on this subject that by your letter to me of the 26th of February 1790, I am vested with a degree of discretion in respect to granting Muafy Rowannahs which need not suppose be specified in the present

Code, but may perhaps with most proprieties be exercised by the senior Judge of Court of Appeal in his intended capacity of Resident since such Muafy Rowannahs are by the existing Regulations only to be granted to foreign Princes or their agents with whom the Resident is to be instructed to carry on the local intercourse and as they will naturally apply to him for such Rowannahs his letters for their being granted may be laid down as a rule for the guidance of the Collector.

(C) INDIGO TRADE

108. Governor General in Council to Jonathan Duncan. Fort William, 23rd May, 1794.

We have received your letters of the 10th and 17th instant with their respective enclosures.

2. Previous to passing any determination on the representation of the indigo planters in Benares we think it necessary to notice particularly their construction of our orders of the 27th January 1790 on which they found their claim to a reconsideration of our resolutions of the 7th March last, as we conceive it to be wholly unwarranted either by the letter or spirit of them.

3. The 54th article of the Revenue Regulations of the 8th June 1787, prohibited the Collectors from giving any land in farm to any European directly or indirectly.

4. This Regulation having been transmitted to you officially by the Board of Revenue with intimation that we had decided that the spirit and meaning of it intended to "Europeans who might have procured Pattahs from farmers in the Mofussil". You acquainted us in your letter of the 24th July 1788, that you thought it a necessary precaution on your part, in consequence of the Board of Revenue having officially sent you this notification, although the regulation referred to in it had not yet been laid down as a rule for your "Guidance," to mention that there was one gentleman in "District, Doctor Gilchrist, who for the purpose of raising which he was permitted to do by an order of Government was "believed, under the necessity of renting some land in the Pergunnah of Ghazipoor from the Rajah's Aumil", but "that you were not aware that any evil resulted from such renting on his part and that all Europeans at Benares yourself not excepted, had from necessity in some means subrented to the native farmer in Sheopore, where your gardens and places of abode were situated."

5. On the 6th August 1788, we acquainted you reply "that we did not consider the 54th, clause of the Revenue Regulations of 1787, as extending to the lands in Pergunnah Sheopore in which the houses and places of abode of

the Europeans residing at Benares are situated, nor to the "ground in Pergunnah Ghazipoor rented by Mr. Gilchrist for the purpose of carrying on the manufacture of Indigo."

6. When this reply was written, we were not aware either of the extent of the ground of which Mr. Gilchrist has proposed himself, and still less of the tenure under which it was held.

7. But upon the receipt of your letter of the 16th November 1789, in which you informed us that Messr. Gilchrist and Charters had obtained a Talooka in farm from Cassimbeg, the Amil of Ghazeepoor, we directed in our letter to you of the 27th January 1790 that they should be immediately dispossessed of the farm "but in consideration of the heavy expense incurred by them and as the extension and cultivation of indigo would under proper Regulations be beneficial to the country at large, we authorised you to acquaint Messrs. Gilchrist and Charters, that we had no objection to their continuing their Manufacture and to their making advances to such Ryots as might be willing to cultivate and furnish them with the "Indigo Plant, or to their holding land upon Puttah from the Zemindars or Farmers in the same manner as other Ryots, for the purpose of cultivating the Plant themselves."

8. In referring to this order, the memorial states that the Governor General in Council issued an order under date the 27th January 1790 expressly prohibiting renting of villages "according to the tenor by which they Messrs. Gilchrist and Charters "held them and directing them to be instantly resumed by the original tenants, but at the same time permitting Europeans" to rent lands merely as Ryots for the cultivation of Indigo, "without any stipulation as to quantity or situation".

9. That our orders above mentioned do not express any such general permission as is stated in the preceding quotation from the memorial, is evident from a reference to the terms of it.

10. That they convey no such implied permission is equally apparent.

11. It has long been an established rule that no Europeans shall hold lands in the interior parts of the country without the express permission of Government and altho we have many instances, for special reasons, permitting Europeans upon their application, to hold lands for carrying on manufacture or for other purpose, the permission granted to such endeavour cannot be construed in to an abrogation of the rule, but on the contrary proves the the existence of it.

12. If this line of policy has been invariably observed in Bengal, it cannot be presumed that it could ever be our intention to abandon it altogether

in Benares, where the arguments on which it is founded apply with additional force.

13. But to leave no room for doubt upon this point it is sufficient to refer to Mr. Callen's appiication to us of the 20th April 1793 for orders to the acting Resident at Benares to procure him three thousand Beeghas of land upon lease in Boglipoor, which we refused to comply with and if we did not proceed to dispossess him of lands which he stated he then rented, the indulgence gives him no claim to exemption from the operation of our orders of the 7th March and still less to the other gentlemen whose names are subscribed to the memorial, and who have obtained and held their lands entirely without our knowledge or sanction. Whatever lands therefore are held by these gentlemen without our express permission, are liable to resumption under our orders of the 7th March, nor have they any claim upon the ground which they have assumed for the suspension of them.

14. The disputes between the planters and the Amils, Zamindars and Ryots, as detailed in your correspondence now submitted to us, as well as the disturbances at Ghazipoor, which suggested our orders of the 7th March, added to the circumstances stated in the 3rd paragraph of your letter and the reasons which you have assigned in the paragraph for proposing that every indigo planter shall be required to have at all times a vakeel in attendance at your Cutcherry, afford convincing proofs of the necessity of enforcing those orders equally in Benares as in Bengal.

15. We are aware however that many individuals as well as Mr. Callen, may have possessed themselves of lands without our express sanction, and that their not being prohibited from holding them in the first instance, may have induced them to believe that they were not deviating from public regulations upon these grounds, and in consideration of the heavy loss which they might sustain were they to be compelled immediately to relinquish their concerns we shall have no objection to allow them to reap the full benefit of any lands that they may have actually sown with indigo, and to afford them ample time to make the necessary arrangements with the Ryots or other individuals to furnish them with the need in the same manner as it is procured by the planters in Bengal.

16. Upon the above grounds we have passed the following resolutions.

17. First. That all existing leases of lands for the purpose of cultivating indigo actually and bonafide obtained before the 7th March last by any Europeon, be allowed to remain inforce until they expire, provided the term of them shall not extend beyond the period of the Decennial Settlement.

Second. That all leases obtained directly or indirectly by Europeans either in their own names or those of others since the 7th March, be declared null and void, and that the lessees be immediately dispossessed.

Third, that in future no new leases for lands shall be entered into directly or indirectly by any European and that any such leases shall be void and the lessee not only be dispossessed but be liable to be ordered immediately to Calcutta.

Fourth. After the expiration of the last year of the Decennial Settlement, no European shall be permitted to rent or hold any land directly or indirectly, either in his own name or that of others. This rule however is not to extend to land not exceeding fifty Beeghas, which Europeans shall be permitted to purchase or rent for the purpose of erecting dwelling houses, or buildings for carrying on manufactures, provided, they previously obtain the sanction of the Governor General in Council through the Resident to purchase or rent the land.

Fifth. If any native servant or dependant of any British subject, or other European, shall intercept on the road or otherwise unduly seize any Bhosah, or other property he shall on the party injured complaining to the Resident, and on the latter's seeing sufficient ground for such a mode of procedure be committed by him for trial for such violence to the Foujdary Court, and besides suffering such punishment, in case of conviction as the Court may inflict, such servant shall be thereon rendered incapable of entering again, within the district, into the service of any British born subject or other European, in any capacity whatsoever, and in all cases of undue seizure of Bhosah or other property as aforesaid by any British subject or subjects, or by his or their servant or servants on their behalf, it shall be the duty of the Resident to enter, on the receipt of any complaint to this effect, on a summary enquiry, into the circumstances of the case; whereupon every such British subject shall strictly and without reserve conform to any requisition or order that he (the Resident) may thereon issue for full restitution of the Bhosah or other article detained to the proper owner, as well as for the paying to the latter such indemnification and damage as the Resident may award.

Sixth. In the event of the servants of any British subjects attempting to press into, or forcibly to carry away for their master's service, any artificers workmen or labourers, they shall be liable for every such offence to be themselves apprehended by the proper local officers of Government and brought thereupon to such trial or punishment as the laws of the country point out, besides being in all cases, where conviction shall ensue rendered in capable in like manner as is expressed in the preceeding or 5th article of acting again in the service of any European.

Seventh. No British subject shall be permitted to cut down any trees unless the owner shall have previously and voluntarily sold them to him, and executed to him a written attested by two credible witnesses expressing his consent to the sale of the trees and the price of them.

Eighth. The Regulations of the seventh March last, prohibiting all epistolary correspondence between the Resident or the native Judges of the several Courts, and parties in suits or complaints brought before them it is directed with a view to facilitate the Resident's enquiring into, and settling, the frequent and various complaints that are preferred in respect to the indigo cultivation and manufacture; that the several persons concerned in it shall at all times have in attendance in the Resident's Cutcherry well informed vakeels on their respective parts, properly authorized and instructed to deliver competent answers to, and explanations in the Hinduee tongue of such allegations as may from time to time be alleged by any of the natives against their constituents or their servants.

Ninth. No European shall seize or confine an individual Ryot or other person, or do any of the acts which their servants are prohibited doing by these Regulations; and where it shall be proved to the satisfaction of the Resident that the servants of any such British subjects, have done any such acts by the orders, or, with the connivance or knowledge, of their masters, the latter shall be held responsible for the act and shall be considered to have committed a breach of the Regulations.

Tenth. Every European Indigo planter shall sign and personally engage, for the adherence to the above articles, or any other regulations that may be hereafter enacted respecting them, under the penalty of 500 Rupees for the first offence, and of being sent to Calcutta for the second.

Eleventh. No European is to take up his abode in the Zemidary of Benares without the sanction of the Governor General in Council. The Resident is to send any person guilty of a breach of this rule to Calcutta.

18. In the meantime we desire you afford every encouragement to Messrs. Baird, Turnbull, and Macklew, to contract with the Ryots for indigo by the Beegha or Bundle and also to the proposal of Mehendee Ally Khan, acquainting the latter however, that he will not be permitted to avail himself of his official influence as an Amil, or of the sanction which we have given to his proposal, to compel Ryots, or any individual to plough or work upon lands againt their inclination or to exercise any undue authority whatever in the management of the concern you will likewise apprize him and all Amils and the people of the country at large, that Government has no immediate concern whatever in the provision of the indigo, and that the above measures have been adopted solely upon the ground that the introduction of a new and

valuable article of produce, cannot fail to be productive of advantage both to the cultivators and proprietors of the soil, as well as to the merchants, provided the trade in it can be conducted without prejudice to individuals, or to the good order and Government of the country.

19. It will afford us much satisfaction should the Ryots be induced to under take the cultivation of the plant and to deliver the weed to the manufacturers in the manner practised in Bengal. But we at the same time think it necessary to desire you will acquaint the planters, that if the reverse should prove the case, it is our determination to adhere stritcly to the above Regulations, as however desirous we may be to promote the cultivation of indigo in the Zemindary, the object is of little importance compared with the case and happiness of the natives.

20. You will likewise apprize them, that as ample time is allowed to them to close their concerns, or to make arrangement for procuring the weed by contract with Ryots, they will have no claim upon Government hereafter either for the postponement of the operation of the Regulations, or for any further indulgence whatever.

(D) OPIUM TRADE IN BENGAL, BIHAR AND BENARES

109. Fort William. Revenue Department 19th February, 1790.

A representation having been laid before the Governor General in Council, by the opium contractors on the subject of the preservation of their privileges.

Notice is hereby given, that all British subjects, who shall be detected in acting contrary to the Regulations of Government limiting the provision, and manufacture of opium to the public contractors shall upon proof of the offence forfeit the Hon'ble Company's protection and be sent to Europe.

Any native guilty of the same offence, shall upon proof thereof being established in any of the Courts of Dewany Adawlat, be subject to a fine of three hundred and seventy five sicca Rupees per maund, for every maund of opium, which he may be convicted of having illegally provided one half of the above fine to be paid to the informer and the other half to Government.

By order of the Governor General in
Council.

A copy of the original Persian counterpart of the above is sent to the adts. of the City of Benares and to the Moolky Adawlat for their information and guidance in case of any complaints being lodged by the contractor.

BENGAL AND BIHAR

110. The contract for the provision of the opium in Bengal and in Bihar is to be held under the following conditions.

1st. In the event of the Court of Directors disapproving the terms of the contract or making any alteration in the mode of providing the opium or relinquishing the provision of the same altogether the Governor General in Council to be at liberty to annul the engagement which may be entered into in consequence of this advertisement from the end of the year or season (that is the 31st August) in which the orders, notifying such disapproval, alteration, or relinquishment shall be received in Bengal.

2nd. The contract is to be for four years commencing from the first of September next.

3rd. It is to be concluded for sicca Rupees. The advance to the contractor are to be made in that specie and no other specie is to be advanced by him to the Ryots. The advances to the contractor are to be made in the following proportion and at the under mentioned periods.

In Assaur	2	sixteenth
Sawan	3	Ditto
Bhadaun	3	Ditto
Assin	3	Ditto
Cartick	3	Ditto
Aughun	2	Ditto
	16	

4th. The contractor is to engage to deliver annually six thousand four hundred factory maunds of Bihar, and one thousand five hundred and eighty factory maunds of Bengal opium, each factory maund containing forty seers and each seer weighing seventy two sicca Rupees and ten annas. The opium is to be delivered in chests containing two factory maunds each, the contractor is to receive for every chest of opium of the above mentioned weight which shall be delivered by him over and above the stipulated quantity the sum of fifty sicca Rupees per chest, in addition to the contract price.

5th. The Bengal opium delivered in the first year of the engagements is to be equal in quality to approved Bengal opium delivered in the last year of the existing contract, that of the second year is to be equal to approved Bengal opium of the first and a corresponding rule is to be observed with respect to the deliveries in the two years succeeding similar conditions are also made with respect to the opium provided in Bihar. Three chests of approved Bengal and the same number of approved Bihar opium of the years from the supplies of which the musters are to be taken will be deposited at the office of the Board of Trade as a standard for ascertaining the quality of the Opium delivered. The delivery shall be compared with the masters by one of the members of the Hospital Board, and a person appointed by the Board of Trade, and any disputes that may arise between the officers of Government and the contractor regarding the quality of the opium will be determined by three creditable persons, to be appointed by Government, who shall be bound by Oath to decide impartially.

6th. The contractor shall pay to the Company a penalty of 300 sicca Rupees per cent chest. For every chest of opium short of the stipulated quantity of which he shall fail in the delivery, he shall refund the amount of the advances made to him for the provision of the quantity so deficient, but should either the whole or any part of such deficiency be occasioned by hail storms, hurricanes, or any other calamity of season affecting the crops the contractor is not to be subject to the payment of the penalty for such part of the quantity deficient as he may prove to the satisfaction of the Collector of the District and the Governor General in Council, to have been occasioned by such calamity and in that case he shall only refund the amount of the advance with an interest of eight per cent per annum for the time he may have had the use of it. The contractor within five days after such calamity shall have occurred must represent the same to the Collector of the District in order that he may take the necessary measures for ascertaining the loss occasioned thereby as directed in the seventeenth article. Should the contractor omit to inform the Collector of the calamity within such period no remission of the penalty will be allowed him for deficiencies occasioned thereby in his deliveries.

7th. The opium is to be delivered by the Collector at the Board of Trades Office in Calcutta. The charges of package and manufacture and the charges and risk of transportations and delivery are to be on account of the contractor.

8th. The contractor is to deliver to the Company or their agents all the opium that he may be able to provide, and to pay a penalty of sicca Rs. 750

for every chest of opium that he may sell, barter or otherwise dispose of to any other person or persons whomsoever.

9th. The contractor is to pay to the Raja of Benares a duty of two and an half per cent in all opium imported by him from the Dominions of the Nabob Vizeer on the valuation specified in His Excellency's Rowannahs, and two and an half per cent on its entering the Companys Provinces on the valuation inserted in the Benares Rowannah which will be the same as that specified in the Rowannah granted by the officers of the Nabob Vizeer. The contractor is not to be liable to the payment of any duties on the opium provided by him in Bengal or Bihar.

The contractor for the Bengal opium is not to import or provide any opium, the produce of Bihar or Benares under pain of the same being confiscated, and the contractor for the Bihar opium is not to import or provide any opium the produce of Bengal or Benares under the penalty above mentioned should however the same person contract for the provision of the opium of two or more of the above countries these restrictions are not to operate with regard to the opium produced within the countries included in his contract.

10th. Government will deliver over to the contractor for the purposes of manufacturing the opium such houses and godowns belonging to the Company in Bengal and in Bihar, as may be now in the possession of the present contractor, upon condition of his redelivering them to Government, at the expiration of his contract in the same state of repair, in which they may be made over to him. The contractor is to defray the charges of whatever repairs may be required, for the godowns or houses, from the period of their being made over to him to the time of their being redelivered by him to the officers of the Company.

11th. The contractor is to be amenable to the Courts of Dewany Adawlat in all matters relating to his contract, with the right of appeal from the decision of the Zillah and City Court to the Provincial Courts of Appeal, and from the decrees of the Provincial Courts to the Sudder Dewany Adawlat, in causes which may be appealable to that Court subject to the several rules and restrictions that are or may be prescribed the judicial Regulations. The judges of the Dewany Adawlats of the several Zillahs are to take cognizance of all causes respecting opium instituted by the contractor or his agents against the Ryots or others concerned in the provision or manufacture of that article or by the latter against the former and proceed to try and decide upon the same in priority to any other suits that may be pending in their Courts, and they shall award damages against the party cast accordiny to the circumstances of the case and the usage observed in all other suits.

12th. The contractor is to be responsible for the acts of his agents Gomashtahs and all persons employed by him and to bind himself to satisfy all decrees that may be passed by the Courts of Dewany Adawiat against him, his agents, Gomashtahs or the persons employed by him from whom he is to take such security as he may think proper before he entertains them.

13th. In lieu of the Khashkereed or advanced price of eight annas per seer, paid by the contractor previous to the existing contract for every seer of opium produced in the several Pergannahs in Bihar, over and above the Jydad, or standard produce of 1, 185 and which Khashkereed price was abolished upon the conclusion of the present contract, the contractor is to pay to the Ryot an increase of two annas per seer on the gross produce of the Subah, as specified in the account in the fifteenth article. The Ryots of Boglepoor, Calgong and Monnyarry in Bengal are to receive in lieu of the Khoshkereed formerly paid to them the advanced price on the gross produce as specified in the account above mentioned.

14th. The contractor is not to buy the cesses in Bihar, known by the names of Beeshy, Basly, Mamboly, Russoom, Bishanpereet. nor any other cesses or Abwaubs whatever although the same should not be specified in the account inserted in the following article Chillaun, or allowance for the drying up and wastage of the crude material, in transporting it from the Pergs. to the place of manufacture, excepted as authorized in the following article under pain of being obliged to refund the amount and to pay a penalty of three times the sum to the party, from whom it may have been exacted, together with such cost of suit, as such party may have incurred in the prosecution of his complaint in the Dewany Adawlat.

15th. The contractor is to pay the following price to the Ryots for their opium and to advance the same to them, at the customary periods it is however to be clearly and particularly to be understood, that the Ryots are to have it entirely at their option, to cultivate the poppy or not or as they may think proper.

The advance from the contractor to the Ryots in Sircar Sarun, Rutty, Guddassin, Sarissa, Cusmar, Terhoot, Nursingpore, Kora, Chynpoor Kaas, Sasseram, and Tillooto, Arrah, Powar, Perroo, Nunnore, Behere, Bojepore, and Dinware are to be made agreeable to the third article in Sicca Rupees. The Batta between these and the different species of Rupees in which the advances have been heretofore paid as specified in the preceeding account is to be the same as it is and has been under the existing contract.

16th. The contractor or his agents at the season for sowing the poppy to be allowed to take engagements from the cultivators for the specific number of Beeghas to be cultivated only and not also as was once the practiee for the specific quantity of Opium to be produced in those Beeghas when the poppy shall be full grown the contractor is then to depute his agent who with the cultivators shall proceed into the field and with the assistance of two or three other creditable cultivators form the estimate of what such field is to produce. Whereupon the grower is to enter into an engagement to deliver so much and should the field produce more to deliver that also prorata.

17th. In the event of the crops being injured by hail storms, hurricanes or any other calamity of season either previous or subsequent to the completion of the estimate of the produce directed to be formed in the preceeding article, the Collector of the District, upon application being made to him by the contractor, within five days after such calamity shall have happened, is to depute an Ameen to ascertain in conjunction with the agents of the contractor and the Ryots the actual extent of the loss occasioned thereby. The charges of Ameens so deputed are to be defrayed by the contractor.

18th. The contractor and his agents not to confine, beat, or distrain the property of or levy any Tulubanah, fines or Salamy from any Ryot, or person engaging for the provision of opium under pain of being obliged to refund three times the amount to the party from whom such exaction shall have been levied and being further compelled to pay the complainant the amount of the costs or damages incurred by him in the prosecution of his suit for the recovery thereof in the Dewany Adawlat.

19th. The weights and scales made use of in the Koties or ware houses in the different Pergunnah for weighing the opium received from the Ryots are to be scaled with the scales of the Magistrate of the district and examined annually by him or by such person as he shall think proper to appoint for that purpose, during the month of January. The contractor or his agents making use of weights or scales not so scaled or of uneven scales or deficient weights although scaled to be liable to such fine as the Judge may think proper to impose. In weighing opium the scales are not to held up in the hands of the Dundeedar, or native weightman, but the opium is to be weighed in the presence of both parties in the mode known under the denomination of Dherm Dundee (for fair and conscientious weighing) by the seals being poised on a wooden stand fired in the earth.

20th. In the event of the cultivators failing to deliver in the full quantity of opium agreed for by him in the manner specified in the sixteenth article the undermentioned consequences are to follow.

1st. If such failure be occasioned by no fault on his part he is only to refund the proportional part of the advance received by him with interest at the rate of eight per cent per annum for the time he may have had the use of it and without any mulct penalty or fee whatsoever.

2nd. If the contractor shall suspect or believe the cause of failure to be in the wilful neglect or embezzlement of the Ryot he is to complain to the Judge of the Dewany Adawlat of the district and upon proof of its having been owing to neglect the Judge is to award that the Ryot shall restore the proportional advance with interest at the rate of twelve per cent per annum and if from embezzlement or otherwise disposing of it the Judge is to punish such offence by imposing a fine of four sicca Rupee per seer and confiscating the opium where it can be seized and where it cannot be seized by imposing a fine of ten sicca Rupees per seer to be levied by the mode of process laid down in the Judicial regulations for the enforcement of decrees.

3rd. The Ryot is to be liable to no penalty for breach of contract, unless in the case of embezzlement where it shall not appear, and be proved, that he had in his hands at the period of the failure unliquidated advances from the contractor but where he wilfully embezzles the crude material, by selling or disposing of it to others although without having at such time any of the advance of the contractor in his hands, the contractor is to complain against him to the Judge of the Adawlat of the district in which such person shall reside and the Judge is to punish such offence in the mode pointed out in the second clause of this article.

21st. Where the Ryot mixes water with the crude material with a view to increase the weight of it and brings it in that state to be delivered the contractor or his agent is to appoint two or more creditable opium growers to decide on their Dhurm or conscience what surplus quantity or Kurdah shall be taken for such increase of weight by the undue admixture of water and the parties shall abide by their award unless it shall be proved to the satisfaction of the Judge that the arbitrators have been guilty of partiality.

22nd. Where the crude material shall be delivered in by the growers in an adulterated state as by the mixture of foreign ingredients (exclusive of the water noticed in the preceeding article) the contractor may immediately seize on and declare the same confiscated sealing it up at the same time in the presence of the Ryot and under his mark and in the presence of two or more creditable witnesses depositing it also in a secure and separate place, and leaving the Ryot to have measure against him to the Judicial power for which purpose he is to keep the said opium thus sealed up, for three weeks, and if in that time the Ryot lodge not his complaint, it shall not be afterwards heard, but the contractor may then open the said opium, and sell it for his own advantage for local consumption liable to such fine as Government may think proper to impose, should it ever be proved that he had made up any part of such adulterated and condemned opium in that which he is to deliver to the Company.

23rd. Should the Zemindars or other land holders, or any farmers of land, or their agents exact more from the Ryots on account of their opium lands than the established rates the contractor or the Ryots from whom such exactions may be made will be at liberty to prosecute the person guilty of such exaction before the Judge, who shall forthwith enquire into the same and grant due redress.

24th. The contractor is to be subject to the payment of certain charitable allowances to Brahmins and indulgences to the head cultivators in the subah of Bihar, amounting annually to about 17,000 Rupees a list of the particulars of which may be seen at this office. He is also to be subject to the annual payment of Rupees 477 on account of indulgences to the head cultivators, charitable allowances, at Monghyr in Bihar. A list of the particulars thereof may likewise be seen at the Council House.

25th. Should any disputes arise between the contractor or his agent, and the Ryots of others, relative to the cultivation, provision or transportation of opium, not provided for in the preceeding articles, either party is to be at liberty to apply for redress to the Court of Dewany Adawlat of the Zillah, the Judge of which will pass such decision as he may think equitable upon a consideration of the circumstances of the case.

26th. Government are to engage to take such measures as they may think most effectual to prevent Europeans and others from smuggling opium or otherwise carrying on an illicit traffic therein.

BENARES.

The contract for the provision of the opium in Benaras to be held under the following conditions:

1st. In the event of the Court of Directors disapproving of the terms of the contractor, or making any alteration in the mode of providing the opium in Benares, or relinquishing the provision of the same altogether, the Governor General in Council, is to be at liberty to annul the engagements which may be entered into in consequence of this advertisement from the end of the year or season (that is the 31st of August) in which the orders notifying such disapproval, alteration, or relinquishment, shall be received in Bengal.

2nd. The contract is to be for four years, commencing from the first September next.

3rd. The contractor is to engage to deliver annually six hundred chests of opium of two maunds each, each maund containing forty seers, and each seer weighing seventy six Benares Rupees and four annas. The contractor is to receive for every chest of opium of the above mentioned weight which shall be delivered by him over and above the stipulated quantity, the sum of fifty sicca Rupees per chest, in addition to the contract price.

4th. The contract is to be concluded for sicca Rupees, and the advances to the contractor are to be made in that specie and no other specie is to be advanced by him to the Ryots. The advances are to be made to the contractor in the following proportions, and the under mentioned periods.

In Assar	2	sixteenths
Sawun	3	Ditto
Bhadaun	3	Ditto
Kuwar	3	Ditto
Cartick	3	Ditto
Aughun	2	Ditto
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5th. The opium to be delivered in the first year of the engagements is to be equal in quality to a chest of approved Benares opium delivered in the last year of the existing contract, that of the second year is to be equal to approved Benares opium of the first and a corresponding rule is to be observed with respect to the deliveries in the two years succeeding three chests of approved Benares opium of the years from the supplies of which the musters are to be taken will be deposited at the office of the Board of Trade as a standard for ascertaining the quality of the opium delivered. The deliveries shall be compared with the musters by one of the members of the Hospital Board and a person appointed by the Board of Trade, and any disputes that may arise between the officers of Government and the contractor regarding the quality of the opium are to be determined by three creditable persons to be appointed by Government who shall be bound by oath to decide impartially.

6th. The contractor is to pay to the Company a penalty of three hundred sicca Rupees per chest for every chest of opium short of the stipulated quantity of which he shall fail in the delivery and to refund the amount of the advances made to him for the provision of the quantity deficient, should either the whole or any part of such deficiency be occasioned by hail storms, hurricanes or any other calamity of season affecting the crops the contractor is not to be subject to the payment of the above mentioned penalty for such part of the quantity deficieny as he may prove to the satisfaction of the Resident and the Governor General in Council to have been occasioned by such calamity, but he shall only refund the amount of the advances with an interest of eight per cent per annum for the time he may have had the use of it. The contractor within five days after such calamity shall have occured is to represent the same to the Resident in order that he may take the necessary measures for ascertaining the loss occasioned thereby as directed in the thirteenth article. Should the contractor fail to inform the Resident of such calamity within the period above mentioned no remission of the penalty will be allowed him for deficiencies occasioned thereby in his deliveries.

7th. The contractor is to deliver to the Company or their agents all the opium which he may be able to provide and to pay a penalty of 750 sicca Rupees per cent for every chest of opium that he may sell, barter or otherwise dispose of to any other person or persons whomsoever.

8th. The opium is to be delivered by the contractor at the Board of Trade's office in Calcutta. The charges of package and manufacture and the charges and risk of transportation and delivery are to be on account of the contractor.

9th. The contractor is to pay to the Raja of Benares a duty of two and a half per cent on all opium that he may import from the Dominions of the Nabob Vizeer on the valuation that may be specified in His Excellency's Rowannah and a duty of two and a half per cent to the Company on the valuation inserted in the Benares Rowannah (which will be the same as that specified in the Rowannah granted by the officers of the Nabob Vizeer) upon its entering the Company's Provinces upon all opium provided within the Zemindary of Benares, the contractor upon expertation thereof is to pay to the Raja a duty of two and a half per cent on the valuation specified in the Benares Book of Rates and a duty of two and a half per cent on the same valuation to the Company upon its entering the Province of Bihar.

10th. The contractor is not to import or provide any opium the produce of Bihar or Bengal under pain of the same being conficated. This restriction however is not to operate with regard to Bihar should he contract for the provision of the opium of that province nor with regard to Bengal should he engage to provide the opium of that Province also.

11th. The contractor is to pay to the Ryots two Benares Sicca Rupees and eight annas for each seer of pure opium weighing ninety six Benares Sicca Rupees and to advance the same to them at the customary periods. It must however be clearly and particularly understood that the Ryots are allow it entirely at their option to cultivate the poppy or not as they may think proper. The contractor is to be allowed to take from the Ryots, exclusive of the above weight a surplus of one chattack per seer making two and half seers per maund as an allowance for the drying up and wastage of the crude material before it be made into cakes. This allowances however is not be exacted by the contractor until the end of the year or towards the ultimate settlement of accounts.

12th. The contractor or his agent as the season for sowing the poppy is to be allowed to take engagements from the cultivator for the specific number of Beeghas to be cultivated only and not also for the specific quantity of opium to be produced in those Beeghas when the poppy shall be full grown the contractor is then to depute his agent who with the cultivator shall proceed into the field and with the assistance of two or three other creditable cultivators form the estimate of what such field is to produce. Whereupon the Governor shall enter into an engagement to deliver so much and should the field produce more to deliver that also prorata.

13th. In the event of the crops being injured by bad or any other calamity of season either previous or subsequent to the estimate of the produce directed to be formed in the preceeding article shall have been completed the Resident upon application being made to him by the contractor (within five days after such calamity shall have happened) is to depute an Ameen to ascertain in conjunction with the agents of the contractor of Ryots, the actual extent of the loss occasioned thereby. The charges of Ameens so deputed are to be defrayed by the contractor.

14th. The scales and weights made use of by the contractor or his agent, in weighing the opium received from the Ryots are to be sealed with the seal of the Resident and examined annually by him or by such person as he may think proper to appoint for that purpose during the course of the month of January. The contractor or his agents making use of weights or scales not so sealed, or of unever scales or deficient weights, although scales, to be liable to such fine as the Resident may think proper to impose.

In weighing the opium the scales are not to be held up in the hands of the Dundeedars or native weightman but the opium is to be weighed in the presence of both parties in the mode known under the denomination of Dhermdundee (or fair and conscientious weighing) by the scales being poised on a wooden stand fixed in the earth.

15th. In the event of the cultivator failing to deliver in the full amount agreed for by him in the manner specified in the eleventh article, the following consequences are to enue.

1st. If such failure be occasioned by fault on his part, he is only to refund the proportional part of the allowance received by him, with interest at the rate of eight per cent per annum for the time he had the use of it, and without any mulct, penalty or fee whatsoever.

2nd. If the contractor suspects, or believes, the cause of failure to be in the wilful neglect or embezzlement of the Ryot he is to complain to the judicial power that is to the native Adawlats or directly to the Resident and upon proof of its being owing to neglect, the Judge, or Resident is to award that the Ryot shall restore the proportional advance with interest at the rate of twelve per cent per annum, and if from embezzlement or otherwise disposing of it, the Resident or Judge is to punish such offence by imposing a fine of four Sicca Rupees for seer, and confiscating the opium if it can be seized and where it cannot be seized, by imposing a fine of ten Sicca Rs. per seer to be levied by the mode of process laid down in the Judicial Regulations for the enforcement of decrees.

3rd. The Ryot is to be liable to no penalty for breach of contract (unless in the case of embezzlement) where it shall not appear and be proved that he had in his hands at the period of the failure unliquidated advances from the contractor, but where he wilfully embezzles the crude material by selling it to others, although without having it such time any advances of the contractor in his hands, the contractor is to complain against him to the Resident in the native Court of Adawlat of the district in which such person shall reside or Judge shall punish such offence in the mode pointed out in the second clause of this article sixteenth.

16th. Where the Ryots mixes waterwith the crude material with a view to increase the weight of it, and brings it in that state to be delivered the contractor, or his agent shall appoint two or more head and creditable opium grower to decide on their Dherm or conscience that surplus quantity shall be taken for such increase of weight by the undue admixture of water and the parties shall abide by their award unless it shall be proved to the satisfaction of the Resident or Judge that the arbitrators have been guilty of partiality.

17th. Where the crude material shall be delivered in by the growers in an adulterated state as by the mixture of foreign ingredients (exclusive of the water noticed in the preceeding article) the contractor is immediately to seize on and declare the same confiscated, sealing it up at the same time in the Ryot's presence, and under his mark, depositing it also in a secure and separate place and leaving the Ryot to have recourse against him to the judicial power for which purpose he is to keep the said opium thus sealed up, for three weeks, and if in that time the Ryot lodges not his complaint, it shall not be afterwards but the contractor may then open the said opium and sell it for his own advantage for local consumption being for the rest, liable to such fine as Government may think proper to impose, should it ever be proved that he had made up any part of such adulterated and condemned opium, in that which he was to deliver to the Company.

18th. The contractor or his agents from the first to the last in degree or detail to be positively prohibited from collecting any fee, premium, rate or Dustoor on their engagements with the Koerees or opium Ryots on pain of paying three times the amount of all such exactions or receipts, together with the complainants costs of suit to be estimated by the Judge, on proof before the judicial power, which fine is to be levied by the said Courts, not from the native receivers but from the contractor or from his chief agent on the spot, leaving him to settle with his inferior agents thus offending, and the whole amount of this penalty together with costs of suit, as above specified, are to be awarded by the Judge to the party from whom the exaction was made.

19th. The contractor is to be amenable to the Mofussil and Sudder Courts of Justice in all matters relating to his contract.

20th. The contractor or his agents and the opium cultivators are to have the option of lodging their complaints in the first instance, before the native Judges of the Mofussil Courts or immediately before the Resident, complaints preferred in the native Courts to be appealable to the Resident and complaints lodged before the Resident to be appealable to the Governor General in Council, provided the amount of the suit shall not be less than the sum limited by the Regulation respecting appeal.

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(E) TRADE WITH NEPAL

111. Representations from merchants in Benares on the subject of the trade with Nepaul.

Representation of Geean Guir.

I am an inhabitant of Benares but carry on a pretty constant trade with the country of Nepaul. Tho' I have no Kooty or House there, and whenever my Gomastahs transport goods thither, they deposit them with Gujraji Misr who is the Gooroo of the Raja of Nepaul and sell them.

The goods exported from this country are—.

Mushroo, Goolbudden, Kimkhab, Emeralds, White cloth, Chintz, Kharawa cloth and Guzee cloth together with some spices such as cloves and camphor and pepper and Cheenee or white sugar and golab for the Hooly festivals and shauls and cloth, The duties on these exports from this country to Nepaul are as follows :

1st	On leaving Benares—to this Government	Rs. 5 per cent.
2nd.	The Bihar Duty	Rs. 2 per cent.
3rd.	Road charges	... ...
	Total in this country Rs.	....

And the charge for duties and etc. in Nepaul amount to about 9 Rs. per cent, at the several chokies, of which I have a list and at Katmandoo. If any thing is done to ease the merchants, there will certainly be a great increase to the trade, which must tend to the general good of both countries.

There are also various Gosayns who trade from Mirzapoor to Nepaul. But they sell their goods in the country and leave it, without residing therein, tho' should the trade be placed on a footing to produce advantage there is no doubt but sundry will establish houses of trade there.

The Gosayns of Benares do also carry on some trade there as mere sojourners, but they are not residents. There tho' there are houses there established on the part of the Mehajins or traders of Benares let them, be asked. The imports from Nepaul consist of. Chower or cow tails, Nafeh Mushk or Mushfods, Coceeen cloth, Rhinoceros horns (Gendaka Singh), elephants, teeth, gold Dust (Zur coondeen), Patna siccas, blankets, elephants, tangans, the large elachee or Cardomoms, peepul, har, sownt, bikhma, sohaga.

The representation of Sheo Ram Guir is to the same effect as above and he also adds that if the merchants are encouraged and provisions made in their favour, the greatest advantage will result to the trade. There are found in Nepaul—Mijan Kalan, Dherbay Kalan, Murwarceed Shora or large and long and without form or lustre sundry of which are sent thence into Bhootan. But the entrance into that country is at present shut up by reason of the troubles there. Bhowt, Chower, Pistoorce.

To Lahar.—Gold come from that quarter. Baboo Gocul Dass on being guest confirmed what Geean Guir had related and delivers it as his opinion that if both parties would give up some thing in favour of the merchants the increase of trade would be promoted thereby. Adding that he has a kooty or house of business in Benares which is he believes the only Benares—one in all Nepaul.

Particulars of the duties collected at the different stations under the Nepaul Government.

1st.	at Gowrpusra per bullock load of whatever articles				5 Rs.
2nd.	at Hutownda	per	do	do	5 do
3rd.	Chitlaam	do	do	do	5 do
4th.	Beechua Khoh or pass		do	do	8 as.
5th.	Tankole	do	do	do	1 Re.
6th.	At the capital of Nepaul after the sale of the goods				2 Rs.

This is estimated to amount to about 9 Rs. per cent on an average.

112. Remarks on the state of the imports and exports to and from Nepaul.

1st· Thro' the district of Purnea, the Collector states that the articles composing them a e inconsiderably, and nearly balance each other except as far as regards the trade in timber and grain growing in Morung and imported into Purnea the latter trade or that in grain he represents as being peculiarly prejudicial to the prosperity and population of Nepaul as further detailed in the observations on that subject in the memorandum relative to the state of the frontier pergunnahs of Purneah.

2nd· By the accounts received from the Collector of the Customs at Mangee, the balance of trade between the Province of Bihar and Nepaul appears (as far as from the accounts any Judgment, can be formed) to be uniformly in favour of Bihar—that is the exports appear to have annually exceeded the imports.

3rd. On the other hand there appear to be more goods imported from it. But admitting these accounts both as to Bihar and Benares to be perfectly accurate, which cannot from the nature of the thing as well as for the reasons assigned by the Collector of Mangee altogether admited, yet it does not thence follow, that Bihar is necessarily a gainer because it exports more than the imports or that Benares loses by the contrary, since as hath been shown and is provided by experience a free and natural trade between any two places, is always more or less advantageous to both.

And with regard to what is urged in such strong terms by the Collector of Purnea and in the memorandum from a Gentlenmen in that district relative to allowing the free importation of grain it would seem that the Board must have been aware of this ground of objection at the time the first instructions were issued and yet they have made no exception in respect to it for as well these first as the last instructions do equally embrace and point to the idea of a general commercial intercourse between the two countries without desiring separate provisions in respect to any articles whatsoever.

The consideration of this subject will however be still open to the Board and will no doubt be weighed, on the occasion of the intended reference.

113. Jonathan Duncan, Resident to Governor General in Council. Benares, September 1791.

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Since the receipt on the 17th of June of your Lordship's further instruction relative to the commercial negotiation with Nepaul, I have been endeavouring to collect the information thereby required by writing to the several Gentlemen whose Collectorships adjoin to my proceedings held on the subject since that period.

2nd. Bus although sufficient time has, I think, been allowed, I have not yet whether owing to the letters having miscarried or otherwise I had answers either from the Collector of Tirhoot or Rungpore, nor have I received from the Presidency the information desired in the 12th paragraph of my letter of the 23rd of April, which your Lordship's orders above quoted, mention your having ordered to be transmitted to me without delay.

3rd. Yet although deprived of the advantages derivable from these expected lights, I have thought it my duty in consequence of hearing that the Gooroo of the Raja of Nepaul means shortly to pay a visit of some continuance to Benares, to delay no longer to prepare the draft of the Treaty to be submitted for the approbation of Government to the end that by the speedy receipt of your Lordship's final directions I may be able to depute a person of credit to Nepaul with the necessary instructions for prosecuting the negotiation to a conclusion before the Raja's Gooroo sets out for this place, and I have accordingly written to him to delay his departure till after the arrival of my agent which I hope and expect he will comply with.

4th. The draft of the proposed Treaty is now submitted to your Lordship in Council, as explanatory of some parts of which I shall here submit such observations as more materially regards its general object referring to the draft itself for what particularly, respects the different articles.

5th. First then, although the whole tenor of the proposed Treaty be in conformity to the letter and spirit of your Lordship's instructions, founded on the basis of reciprocity, yet from the observations of the Collector of Purnea in answer to my queries corroborated by other remarks with which I was favoured from a private Gentleman long resident on the frontiers of that district, both which are contained in the accompanying extracts, it would seem, that there are considerable local objections to the admission of the importation of grain from Morung into the said district of Purnea which objections I think it therefore my duty to submit to the consideration of Government, having annexed to that part of the general extract what appeared to me on the subject.

6th. Secondly, to admit of that full commercial reciprocity which seems to be the object of Government and may no doubt be expected by that of Nepaul as only one duty is proposed to be collected, and that upon our frontiers on the imports from that country it follows that the local duties of the Zemindary of Benares and of the town of Calcutta upon such imports must be given up.

7th. Thirdly as the present chokies of the Collector of the Government Customs at Mangee do not, as will appear from his letter in the extract, extend so far as to enable him to keep nearly within the reach of his control all the trade between Nepaul and the Province of Bihar, and as in all the districts of Bengal adjoining to the dominions of that Government it seems necessary that the Collectors be respectively authorised and instructed to act as Custom Masters for the purposes of this foreign trade. I submit therefore to the consideration of Government, whether the same authority should not, as far as regards this intercourse with Nepaul, be vested also in the Collector of Tirhoot in Bihar whether the station of the Mangee Custom House do not appear to extend and even to the Collectorship of sircar Sarun-qualified if thought necessary in respect to this last by giving him only a concurrent Custom House control with the established and general Collectorship of Mangee, situated in the same district.

8th. My reasons for thus proposing to lodge the superintendence of this foreign commerce in the hands of the Collectors are first, because of the apparent necessity of the measure, as far as regards the Province of Bengal and the district of Tirhoot in Behar in none of which are there any Custom Houses established. Nor do I imagine that the Chokeys of that at Mangee do even sufficiently pervade and extend throughout the district of sircar Sarun. 2ndly, because the Collectors will be able to execute this addition duty with more efficacy and less expense than the officers of any separate establishment. 3rdly and lastly, because the said Collectors will thus entrusted be more excited and find a nearer interest in maintaining, the terms of the Treaty in the principal articles of preserving the security of the highways, preventing undue obstacles or exactions on the trade, and in giving satisfaction and doing justice to the inhabitants of Nepaul resorting as traders into their respective districts.

For the rest as the original at idea of this proposed Treaty, as explained in your Lordship's letter to the Raja of Nepaul, intimates an analogy between the design of it, and of that concluded with the Nabob Vazeer it will be found that I have adhered to the letter and form of the said Treaty as nearly as the difference of the cesses would admit.

10th. After the receipt of your lordship's answer to this address, I shall prepare instructions without delay to the person to be sent to complete to the negotiation and I have great hopes he will be so far successful, but unless he or some other native of character be allowed to remain for some time at that court, to attend to its execution the principal advantages that it seems calculated to produce may, I fear, remain unrealized. I shall therefore (if Government approve thereof) endeavour to obtain the consent of the Government of Nepaul to the continuance of such a temporary resident till the Treaty shall at least have had time to take some degree of root on both sides.

First draft of a Treaty with the Raja of Nepaul.

The Right Hon'ble Charles Earl Cornwallis, K. G. Governor General in Council and His Excellency Raja Run Behadur Shah, Rajah of Nepaul, and of the countries thereon depending—being desirous of removing the obstacles that have long-impeded the free operations of trade and commerce between the Company's dominions and those of the said Raja arising as well from the insecurity of the roads as from the heavy duties collected on merchandize, and from the mode of relieving the same, the Resident at Benares, Mr. Jonathan Duncan, being for that purpose duly empowered by the Governor General and the English Government at Calcutta to treat on the part of the Hon'ble the United English Company of Merchants of England trading to the East Indies with His Excellency Raja Run Behadur Shah, hath with a view to remove the evils aforesaid and to promote the welfare and encourage the trade of the two states agreed thro' his agent with the said Raja of Nepaul upon the following articles which shall be equally binding on the Government of the Company and that of Nepaul and on their heirs and successors.

Article 1st.

The greatest attention shall be paid by both Governments to the security and facility of the roads by which the merchants carry on the trade between the two countries, and the landholders and inhabitants, within whose limits robberies or thefts are committed in the goods of the merchants shall be held answerable and obliged by the local representative of the Government either to apprehend and deliver up the robbers that they may be brought by Government to consign punishment and the goods thereby, as far as possible, recovered or if they cannot produce the robbers the local Amil—must cause them to make good without delay the value of the property robbed as ascertained by the oaths of the merchants and such other collateral proof as from papers or otherwise they may be able to advise.

Article 2nd.

His Excellency Raja Ran Behadur Shah agrees to grant Rowannah or Passes under the seals and signatures of his officers for all goods exported from his dominions to the dominions of the Company, specifying the quantity of the goods and the value of price thereof according to the invoice to be for that purpose exhibited by the owner or exporter of the goods and to prevent the exhibition of false invoices. Copies thereof are to be taken and deposited in the office whence the Rowannah is issued and the original invoice is to be returned to the owner with the impression of the seal of the said Rowannah office on the back thereof and the Right Honble the Governor General in Council engages that similar Rowannahs with the quantity of goods and the valuation, similarly ascertained and the invoices similarly stamped shall be granted for all goods exported from the Company's dominions (comprehending the Province of Bengal, Bihar and Orissa and the District of Benares) to the Dominions of His Excellency Raja Ran Behadur Shah.

Article 3rd.

His Excellency Raja Ran Behadur Shah agrees to the duties on all goods imported into his territories from the Company's dominions at the rate of 2½ per cent. on the valuation specified in the Company's Rowannah, and the Right Hon'ble the Governor General in Council agrees to levy the duties on all goods imported from His Excellency's dominions in the Company's Provinces at the same rate of 2½ per cent. on the valuation specified in the Rowannah of His Excellency the Raja of Nepaul.

Article 4th.

Goods exported from the Company's dominions to the dominions of His Excellency, the Raja of Nepaul if through the districts of sircar Sarun shall pay the Nepaul duty at if through the district of Tirhoot at, if though that of Purnea at if through Cooch Bihar at and if through the district of Bunagpore at.

The merchant or person incharge of the goods upon paying duties aforesaid at either of the above stations shall receive a Rowannah from the Collector of the duties under his public seal which shall exempt the goods from all further demands or molestation, whatever in their progress though the dominions of Nepaul.

The duties on goods exported from the dominions of Nepaul His Excellency, the Raja of Napaul, shall be levied at the established stations in the several districts of Sircar Sarun, Tirhoot, Purnea, Cooch Bihar and Rungpoor through which they shall first pass, and Rowannahs be thereon granted as above specified.

The Contracting parties reserve to themselves the power of changing the situation of the stations for levying the duties as they may deem expedient upon giving public notification to each other of the new station fixed upon.

Article 5th.

In consistency with the provision contained in the 3rd article for fixing the duties on all goods at 2½ per cent. no duties shall be levied at the town of Calcutta nor within the Zemindary of Benares on imports from Nepaul, since such will have paid the duty, in passing thro' Sircar Sarun or some of the other frontier districts above specified.

Article 6th.

As the gunge or market, and also all Rahdarry or transport duties have for the convenience of the merchants and the general advantage of trade been abolished within the Company's Provinces, so it is in similar consistency with the 3rd. article (by which all goods from each country are liable to a duty of only 2½ per cent). agreed by the Raja of Nepaul that goods exported from the Company's Provinces shall not be sold His Excellency's dominions be subject to any other local duty of the market or gunge or of Rahdarry or transport nor in any other respect exclusive of the import duty aforesaid.

Article. 7th.

If the importer of goods from the Company's Provinces into Nepaul be desirous of transporting them for sale into the countries of Tibet or Bhutan or otherwise beyond the confines of the Raja of Nepaul's dominious and in like manner if the importer of goods from the dominions of the Raja of Nepaul into the Company's Provinces shall be desirous of transporting them into the countries of Oudh (being the Dominions of the Nabob Vizier) or into the Deccan or otherwise beyond the confines of the Company's Provinces such importers on either side shall in no wise be obstructed therein. But shall have full freedom and security as specified in the 1st article to pass on with their goods whithersoever on the list without paying any further duty to either Government than the 2½ per cent specified in the third article.

Article. 8th.

If any renter, Zemindar Collector, of the revenues, Jagirdar or holder of rent free lands shall levy any duties or exactions on goods passing through the dominions of the contracting parties, and on which the regular duties shall have been paid according to the 3rd article and Rowannahs taken out as prescribed in the foregoing articles, for the first offence he shall be fined for every Rupee so exacted for the second offence Rs.......and for the third offence if a renter or Collector of the Revenues Rs. 10 for every Rupee so exacted and be dismissed from his farm or employment, and if a Zemindar, Jagirdar or rent free land holder, he shall forfeit his lands. Any officer of the Customs exacting more than he is authorised shall for the first offence be fined ten times the amount so exacted and be dismissed from his employment.

The party injured shall be indemnified out of fines for the sum so exacted, and it shall be left to the discretion of the contracting power, to grant such further portion of the said fines as they may deem adequate to the trouble and loss of the party so injured.

Article. 9th.

In order to discourage every attempt to evade the payment of the import duties, merchants endeavouring to pass the station of which they are to pay the same without having previously taken out a Rowannah, shall be subject to double duties, and the contracting parties agree to issue orders in their respective territories requiring all persons to pay the duties and take out Rowannahs for their goods as directed in the foregoing articles before they pass an authorised station.

Article 10th.

If any dispute shall arise between the merchants of the respective states it shall be decided by the laws of that state in which the defendant may reside.

On the part of the Company it is agreed, that any inhabitant of the dominions of the Raja of Nepaul trading to the Company's Provinces who shall have any claim upon or thinks him aggrieved by any officer or subject of the Company's Government shall obtain immediate redress by applying to the chief English agent of Government in the district who will be instructed to hear and decide on such complaints according to justice immediately on their being instituted and the same provisions and ready attention to speedy redress are promised by Government of Nepaul to inhabitants and merchants of the Company's Provinces similarly circumstanced in that country.

Article 11th.

This treaty to be in force from the......

N. B. The blanks, left for the names of the Customs House stations in Nepaul, and the quantum of the fines and the date from which the Treaty is to take effect are of course left to be filled up in Nepaul.

114. To the Raja of Nepaul. Written 19th May, 1791.

Previous to Earl Cornwallis's departure from Madras, His Lordship addressed a letter to you on the subject of the duties levied in Nepaul on the merchandize exported from the Company's Provinces, but having received advices from the Resident at Benares that there are grounds for apprehending His Lordship's letter has miscarried, I deem it advisable to forward a copy of it without delay, that you may be made acquainted with the wishes entertained by this Government regarding the establishment of a free unrestrained commercial intercourse between the two countries. The Resident at Benares has now commenced a negotiation with you upon this subject and I take this opportunity of expressing my satisfaction at your concurrence with his proposal, and the attachment and cordiality you manifest towards this Government. In truth such a friendly disposition between two Government services to strengthen the basis of mutual unanimity and concord.

(F) WEIGHTS AND MEASURES.

115. Reports from the Magistrates of the several Towns in the Zamindary concerning the weights therein raised. Being in answer to a Circular Order put to them, under date the 8th July.

The Resident to Ali Ibrahim Khan. Dated, the 14th June 1790.

After the usual introduction. As the weights and measures is one of the Cutwaly appendages you will inform me whether any one attends to the correctness of the City ones, how many are current therein, and who is the person who inquires into and ascertains their exactness and whether a proper attention is paid to them as there ought to be, should there not, what is the reason as I consider the official executive power of the Adawlat and Cutwaly of the City to be entirely vested in you, I am fully confident that if by any chance any thing should be wrong, or any improvement necessary, you will attend to put it in order. You will therefore be pleased to inform me of the circumstances and of any thing which you cannot easily perform yourself in order that I may apply an immediate remedy. I have sent circular letters of this to the Judges of Mirzapoor, Jounpoor and Ghazeepoor.

116 (a). Nawab Ali Ibrahim Khan to the Resident. Dated, the 19th of June 1790.

I have been favoured with your letter bearing date the 4th June 1790, respecting the weights and relating and proposing certain questions relating there to. My Master formerly the fixing of the price current and the weight of the Seer and Punsery rested with the Ameen Sheikh Mohammad Wally, The old Clerk of the Market, always attended the Ameen's Cutcherry and performed his duty under his inspection. Thereafter, when you my banefactor enquired of me the exact standard of the Seer and Punsery, and fixed the determination of the price current with the Cutwal, I wrote to you all the information that come to my knowledge respecting the weights and from those who were well informed and from the above mentioned Clerk of the Market a copy accompanied this. At that time Sheikh Mohammad Waly, the said Clerk of the market, went round the city and fixed his seal on all the stone Seer and Punsery weights which were current. Since that time no other attention has been paid, because this Clerk of the Market has now no allowance until some person may be appointed to this business and attention be paid it will be difficult these Seer and Punsery at a fixed standard to the want of honesty in the sellers. You are not ignorant of the disposition of the people here, and it requires frequent investigation of the weight to prevent their depreciation. In former times the ancient kings had always on their part in every town and city a Censor and Clerk of the Market and they took care that no false weights were introduced. In case of proof the cheat was fined and punished. These offices are now abolished. I am ready to act as you may direct. What you have imagined is most excellent the fixing of the weights is good for every one. I know of weights at present applicable, except the necessity of enjoining positively the Clerk of the Market to make two circuits annually I have sent him to you.

(b) Nawab Ali Ibrahim Khan to the Resident. Dated, the 22nd December 1788.

I have been favoured with your letter of the 21st of September, 1788 requesting to know how many faloos or pice make one Seer. My benefactor, every City on the part of the King had a Mohtesib, or Censor and a Nirkhy or Clerk of the Market. With them it rested to determined the weight of the Seer and Punsery in conformity to established practice. They made inquiries throughout every gunge and bazar in order to prevent any of the sellers from depreciating either the Seer or Punsery. They had to keep the roads and bazars in repair and attend to various other affairs. In Benares Sheikh Mohammad Waly, his brother and nephew held, in pursuance of the Royal Farman, the Office of Censor and Clerk of the Market. The said employment is still in their name, but the order of it is disarranged. I send enclosed for your inspection a paper made out and sealed by the aforesaid Sheikh, which defines the weight of the Seer and Punsery now current in the bazar and is of a poorer standard than the Seer and Punsery. The Sheikh will also wait on you in order to reply to any questions you may put to him relative to the two offices of Mohteship and Nirkhy as none besides the Sheikh and his nephew have been appointed to these employees. I have enjoined them to repair the roads and alleys of the bazar. They have in consequence put in order the roads of certain parishes, and are going thro the rest an account of the weight of the Punsery in the City of Benares.

The Punsery by which things were bought and sold formerly one hundred and two Gundas of the standard of the Gorakhpoor Pice.

Formerly the Punsery by which things were bought and sold were of the same weight. From Bulwant Singh's time purchases from the Beaparies have been made by the old Punsery, and the sales by the Punsery of one hundred Gundas of Gorukhpoor Pice.

An account of the weight of the Seer used in the City of Benares :

The old Seer was seventy and six Gorakhpoor Pice which makes nineteen Gundas.

From Bulwant Singh's time, the weight of one seer has been seventy and two Gorakhpoor Pice, making eighteen Gundas.

117. Mufti Kerim Ulla to the Resident. Dated, the 22nd June 1790.

I have been favoured with your Perwannah under date the 14th of June 1790, wherein you say that the weights and measures are an appendage of the Cutwaly and desire I will inform you thereof whether any one attends to the City weights, how many are therein current, who ascertains and discovers their exactness, and whether a proper attention is paid to them as there ought to be.

This is the case, that the stone weights of the City have ever been under the Cutwal. Formerly the Cutwal of the City weighed the stones annually, and received his fees. Since the Adawlat has been instituted you have abolished the Cutwaly fees with a view to ease the people. I in the year 1788 of Christian Era, was desirous to keep the weights up to their standard, and sent for those belonging to the City vendors to the Cutcherry, and had every one of them from a Punsery to a Chittanky ascertained, and had a waxen seal put on each. Thereafter, as the weights were made of stone I yearly had their increase or decrease ascertained. You deemed it necessary that the iron of the canon should be sold for the repairs of the Fort. Accordingly I had iron weights made therefrom, and gave them to the Bokkauls of the City at a fair price, with their consent issued a proclamation for the sales and purchases to be made in the city, in conformity to the iron weights. The amount was received and applied to the repairs of the fort an account of the receipts and disbursements in your office. Tho' the iron weights have been the means of removing the inconvenience attending the increase and decrease, still, these weights shall be annually brought by the Bokkauls to the Adawlat, where they shall for caution's sake be examined and completed to the full standard. This year also the examination is on foot. Those who have not iron weights, but stone ones have had them made equal to the former, and the seal of the Adawlat has been put on them.

Since the Adawlat and Cutwaly have been in my charge and the weights have been an appendage to the latter I have not for a moment been negligent in either that point or any other intreseted to me. The nature of the current weights in the City is this firstly, grain and other things are weighed by the Punsery to the Chittanky ; secondly from the Tolah to the Sooruk is applicable to gold ; thirdly, a measure for milk; and fourthly, a Toran for weighing thread. No other weights and measures are current in this city.

I have stated this for your information.

118. Molavy Omer Ulla to the Resident. Dated, 21st June 1790.

On the 19th of June 1790 I was honoured with your Perwannah of the 14th instant relating to the weights and measures.

My Master, from this time I have been entrusted with the Adawlat and Cutwaly of this town. I have ever exerted myself to the best of my ability. Formerly there were various weights current here and in consequence of request made by the inhabitants of the town all the false weights were abolished and the stones made use of in the gunges, which were deficient in weight, were broken, and one weight established vizt., a Punsery containing one hundred and twenty four Gundas of Cucha Pice, making in weight four hundred and eighty sicca Rupees. On the 25th of June, 1788 I gave an order to the Cutwal, Sheikh Mohammud Akber, to affix his seal to it, I wrote a regulation containing various heads in the aforesaid year, and published it throughout the town. A copy was then forwarded to you, and you will have seen it. For caution's sake, I again enclose another copy of it in this Arzee. As there is a person appointed by you, for this business in every town, he is styled Mohtesib, and every month of the year corrects the stone weights used in the gunges. Thus in Benares and elsewhere a Mohtesib is allotted for this business, and agreeably to custom takes his fees from the Ryots. As all fees are abolished in the town of Ghazeepoor I cannot of myself enforce them. I cannot be perfectly at ease until a Mohtesib and some Peadas are fixed for correcting the weight.

I have represented this for your information. I do not spare my own labour.

119. Be it known to the Syyuds, Sheikhs, Mahajan, Beoparies, and all the inhabitants of the town of Ghazeepoor. This regulation is written for your good, you are to peruse the same, and yield obedience to the following points.

1st. To the Mussulmans and Hindoos as an Adawlat has been instituted in this town by the Governor General in Council and for your advantage, you are hereby enjoined not to quarrel in the Holy days prescribed by your religion such as the Ashoora, Dusherah, Hooly, Ruthjattrah and should there be any cause of quarrel on such days, let both parties appear before the Judge and members of the Court and represent in a peaceable manner either in person or thro' the Nazir, and present to the Judge an Arzee stating the quarrel. You are to understand full well, that the Judge will favour no one, and will issue an order to settle the dispute in a manner acceptable to both parties. Whoever may act contrary to this regulation and fight as heretofore has been the custom, in Holy day time, must be given to understand that the the Judge immediately he hears of it, will issue an order to the Cutwal of the town, to seize both parties, with the Chuprassies and sepoys belonging to the Company stationed at the Adawlat, and they shall be effectually punished.

2nd. As for sometime the fixing of the stone weights has been abolished in this town, wherefore, the Chowdaries, Bokkauls and others engaged in like concerns, have diminished their scale weights such as the Punsery and Seers and sold to the rich and poor at that standard. In consequence, on the 25th of June 1788, an order was issued to the Cutwal Sheikh Mohammud Akber to send for all the scale weights in the gunges and to correct them as has been the former custom, and to put his seal to them. Therefore the beoparies and etc., belonging to the gunges are informed that when they have perused this regulation, they are to carry to the Cutwal, all measures and scale weights, and have his seal put thereon. Should any one have his stone used in weighing unsealed and weigh out with it to a poor man, let him understand for certain that the Judge when he has proved his fraud, will have him seized and punished. It is also made known to the Ryots of this town, that if the Cutwal, his Naib or the Chuprassies stationed with him should demand any fee from them on this head which was before the Custom, they are in no case to give it, but are to go and inform the judge who will instantly punish the man taking it fine him thrice the amount, and give it to the Ryot.

3rd. Many inhabitants of this town, with a view to get the farms of their own Talook borrow money at interest from the Mahajan and give in a

Dakhila in advance to the Zilladar at the end of the year, on account of losses in their Talook there are found no funds to pay the Mahajan's debt with. Therefore the Mahajans of this city are informed that any one who may in this present year 1196 F. Y. wish to make a loan from them for the aforesaid purpose, they are to enquire what funds he has and grant the same. Should any Mahajan of this city lend more money than they will liquidate, under the idea of interest, or on account of the allowance to be granted to his Photedar or under the idea, that if at the end of the year the date is not discharged, he will confine the defendant and either make him mortgage or sell his Zemindary he is here given to understand that the Judge will not attend to the Mahanjan's complaint because he knew the nature of the defendants circumstances. And fourthly, as there is much dirt and mud in this town during the rains which put the Cutwal and Chaprassies going the nightly round to much inconvenience, therefore all manufacturers, whose shops are on the road are directed to dig a water course below them as is done in Patna etc. in order to prevent the water from lodging on the road. Should any Ryot plead poverty the Judge wlll attend to him and have a water course cut below his shops and pay for the same.

120. Bakshi Singh to the Resident. Dated, the 20th of June 1790.

On the 19th of June 1790 I was honoured with your Perwannah of the 14th instant. You say that as the weights and measures are an appendage of the Cutwal's Office. I must state to you whether any one attends to the exactness of the town once, how many are current therein, who is the person attending and correcting the same, and whether any one is regardful of them as there ought to be if not to state the reason.

Hail my kind Master the case is that in the Mirzapoor bazar the weights are not of the same nature. The Bokkauls who sell Kichery vend it at a seer of 12 Gundas, and grain at thirteen. The Drug seer, when they purchase is at sixteen Gundas per Seer, and fifteen when they sell. Whenever I heard that the Bokkauls varied from these weights, I sent for them, and told them to sell by the same weights as grain was purchased by in the bazar, being thirteen Gundas. I also enjoined the drug dealers to sell at the same weight they had purchased at, but to take a fair profit, as it was improper to have two kinds of weights. Finally after infinite altercation, they agreed. Thereafter I directed the Bokkauls to bring their stones used for weights to the Cutcherry where they have the seal of the Adawlat fixed to them. They accordingly had, and it continues to be put once in a year. The seal is annexed to the stones. But you know the nature of the Mirzapoor people. They pare the stone, keep the seal on, and sell as usual. I desired them to have iron weights, but they would not agree, and consequently people are in some measure injured. I cannot say anything to the gentlemen last they should go and complain to you. I am in hopes that you will pass an order enforcing the use of iron weights, whereby, every one will be at ease.

121. Resident to Ali Ibrahim Khan, Magistrate of Benares City.

On perusal of the answer which you have written relative to the Sung wayance or weights of the City of Benares, it appears to me that to re-establish a Mohtesib, would only have an evident tendency to create a burthen on the inhabitants of the City, as such person would in like manner with the former Mohtesibs convert his authority of constantly inspecting their weights into an engine to extract money from and to alarm the inhabitants of the town whereas all that is intended is that the merchants, dealers and in habitants of the town may know that there is a watchman over their dealings and weights to the end that from fear thereof, they may not commit any falsifications in the current weights and in the other duties of the Mohtesib Deptt. For this, it will be sufficient that once twice or thrice in a year an order be issued from the Adawlat that all the people bringing their weights into it cause them to be proved or assayed and to have the seal or mark of the Adawlat thereon impressed upon them. And that a proclamation be made throughout the town that in dealings those weights that have not on them, the seal or mark of the Adawlat are not valid and that those who fail in this respect shall ever be liable to fine, and you are to ascertain how many kinds of weights were formerly and are now current in Benares making such regulations in this Department as you may deem necessary and having fixed the number of weights let that no number be continued in use under the seal of the Adawlat and let no other weights be admitted of without the express order of the Adawlat.

And in whatever regards the Mohtisibs Deptt. you have full authority.
Dated 7, July 1790.

PART IV

REVENUE ADMINISTRATION

122. Jonathan Duncan to Messrs. Neave and Treves deputed to Superintendent the formation of certain parts of the Mofussil Settlement. Benares 20th November 1789.

* * * *

1st. Having determined to depute you in to the Pergunnah of Zemaneah and Chowsah and Kurendeh for the purposes of examining into and concluding the Mofussil Settlements which the Amil of the two former of those Pergunnahs was directed to make for a period of 4 and of the latter for 10 years. I now enclose for your information and guidance copies of the several publications and instructions issued on this subject, to every part of which I must request your strict attention.

2nd. The aim of those orders and instructions which it is the object of your present deputation to see fulfilled is to oblige the Amil (as far as regards Zemaneah and Chowsah) to conclude a 4 years Settlement (being the unexpired part of his own lease under Government) with such of the village Zemindars and Putteedars instead of farmers as have at any time since our last acquisition of this country by its cession to the Company in 1775 held possession by way of farm or otherwise of the villages or lands to which they thus claim hereditary right, and in the enclosed papers you will find it ordered that wherever such native proprietory claimants appeared and agreed to the due assessment of revenue on their lands apportioned to the Sudder Jumma to be paid by the Amil and gave also good security they were to have possession in preference to farmers. It will therefore be your principal duty to revise the Mofussil Settlement as made on these principles and under these instructions by the Amil, and to correct such deviations as he shall appear to have made in unduly excluding the proprietors in favour of farmers, or in over or under assessing any parts of his Amaldary.

3rd. In respect to Kurendeh, a 10 years settlement is to be separately made of each Talooka, Zamindary or Puttee therein, on the principles laid down in the instructions already issued to Amer Singh the present Amany Amil or Collector, thereof which a copy is enclosed and the heads are also contained in the enclosed English transcript of the first form of similar instruction issued to the Amany Amil at Ghazipoor of which the Governor General in Council having approved as far as regards the 10 year's Settlement now to be made you will therefore adhere to the rules therein laid down, or adopting the spirit of them as far as you find them applicable to the state of Kurendeh you will advise me of any alterations which you may think for the advantage of the country or of Government. I enclose in English, Persian and Nagree a form of the cabooleat to be entered into by the village Zamindars and Putteedars and when you have made an estimate of the settlement that can be made you will report it to me and after I shall have approved of it, you will cause the Zemindars and Putteedars to enter into their cabooleats accordingly upon which they shall receive 10 year's Pattahs to the same effect, under the Rajas and my signature which will be sent to you to distribute.

4th. The instructions and regulations contained in the enclosures are founded on or were meant to apply to and promote the known intentions of Government to effect a Permanent Settlement of the Provinces including Benares also as far as might be practicable with this view you will find that I issued the 1st. Orders of the 14th of June and on my receipt soon afterwards of the instructions of the Governor General in Council expressive of their wish to introduce in a greater or less degree into this country the regulations they had on the 20th of May 1789, resolved to adopt for Bihar (as per copy thereof herewith transmitted) I issued on the 25th of June the further circular order which you will find addressed to the Amils under that date, by which all the Mofussil settlement were left open to my revisal and confirmation under the conditions therein specified which you will of course attend to, particularly in respect to the indemnification promised to those farmers who may now be dispossessed in favour of hereditary land holders that shall appear to have been by the Amils unjustly excluded, and who may have a right to be restored by having held possession as renters or otherwise of the lands they claim any time since the 1st of July 1775 as particularized in my order of the 30th of June last contained in the enclosed extract marked a A, the other marked B containing the original resolutions above referred to of the Governor General in Council of the 20th of May, and explanations and amendments made thereto under date the 18th of September last, and as the 9th article of these amendments directed the lands without proprietors to be held Khas, instead of being let to farmers as was enjoined by the 6th article of the first set of resolutions of the 20th of May, I issued this order on the 9th instant as soon as I returned from the Presidency but it can of course only affect lands under that description not let to farmers, at the time of the alteration being published.

5th. Several other parts of the Board's amendments and amplifications of their instructions to the Bihar Collectors are quite inapplicable to the state of this country as far instance the questions relative to the tolls and duties on bazars and gunges and but I have furnished you with complete copies of the whole in the paper of extracts marked B that you may adopt the letter and spirit of each part of them as far as possible.

6th. Besides the immediate duty relative to the settlement as above pointed out you will, while you reside in the Pergunnahs where you are deputed inquire into and redress any ordinary or common revenue complaints that may be preferred to you, and or such others as I may hereafter refer to you, advise me of the particulars of any complaints or occurrence on which from their magnitude or importance you may think necessary to leave open to my further instructions.

7th. Although I do not wish you to interfere in the detail of the Collections, so as in any degree to weaken the local collecting authority yet, whilst you are on the spot, I expect you will take care, and if necessary interfere, so as to secure the current collections for the Government's revenue.

8th. I enclose orders to the Amils advising them of your deputation and requiring their implicit obedience to your orders and I remain.

123. The Resident observing that numerous petitions are daily presented on subjects which being merely of a judicial nature must of course be referred in the first instance to the Adawlats the hearing and referring of which consumes to no purpose a great deal of time, and also tends to defeat the views of Government in establishing distinct and independent Courts of Judicature.

It is therefore now signified to all such petitioners, and letters are also written to the same effect to all the Adawlats that they are in the first instance to apply directly to those Courts and that the Resident will not in future grant references except to such persons as shall appear first to have resorted to the said Courts, and thereupon able to represent either that they have not been admitted to a hearing or have not obtained justice or that undue delay has been practised in respect to the hearing of their causes.

It is also now signified to the several Judges by way of stimulating them to an effectual discharge of their duty, that if the petitioners found them entirely ready to hear and redress their complaints they would not (the Resident supposes) take all or so many of the them trouble to come to his Cutcherry merely for the purpose of obtaining a reference.

The Resident also now transmits to the Moolky Dewany Adawlat for the information and guidance of the Judge thereof a copy of publication of the 30th of June last, limiting the period within which old Zemindary claims are to be admitted to a hearing.

124. Treves on deputation to Jonathan Duncan Esqr., Resident at Benares. Pergunnah Zehoorabad, 26th Dec. 1789.

* * * *

I am honoured with your letter of the 22nd instant enclosing me extracts of your proceedings of that day with copies of the papers you wish the Amil and Canungoes to sign of each Pergunnah and beg leave to assure you that the orders contained therein shall be immediately complied with and remain.

125. Translation of a circular Perwannah to all the 4 years Amils.

As by this time the settlement of your Mehal must in pursuance of the orders issued for the present year be either completed for 4 years or nearly so, forms of the Pattahs and Cabooleats which you are thereupon to take and receive, whether in respect to Zemindars or farmers are herewith sent in 4 copies or draughts, aecording to the tenor of which you are to take Cabooleats from every Tahuddar and after that your settlement I shall have passed under my inspection and been approved, the Pattahs are to be issued under your signature.

As in the body of the said draughts it is specified that from the Fussily year 1195, all the Sayerjihaut, including Kanehshamary alias Ghur Dewary and Abkary and Kurghye etc. have been stopped, and gone out of the collection of the village Zemindars and farmers, it is therefore necessary that you do on no account allow any of the articles of Abkary, Ghur Dewary and Kurghye to be collected by the Zemindars or farmers of the villages, but deducting from the amount of the Cabooleat or engagement for each village, whatever portion of the revenue funds consisted according to the Canungoes accounts up to the end of 1196 Fussily. In these Articles, you are yourself to realize the same, taking care not to exceed in that respect without my sanction the realized revenue on accounts of these heads of the by past year but the collection of these articles are to depend on you and not upon the landholders and farmers. Know this to be strictly enjoined.

In the enclosed draught of the farmer's Cabooleats, there is an express clause requiring them to give security and in the draughts of the Zemindar's Cabooleats pattah there are clauses conditioning that their lands shall be sold for any failure in their stipulated payments to you of their revenue.

But, as the entire responsibility for the revenue of Government during the 4 years which are still the remaining term of your lease, rests with you, you may, as you think proper and see fit, take creditable security to your own satisfaction and in conformity to the former orders issued to that effect from every Zemindar for the due performance of his engagements as no doubt you have hitherto done. To this I have no objection and there must even be various instances where it must be highly advisable to take such personal security in addition to the clause for the sale of the lands and such land holders but where you have full confidence in the Zemindars to take or not to take security from such persons is left to your discretion. Your own responsibility to Government being in every respect the same and as full as ever, and as it is at all times the object of Government that those who duly and faithfully discharge the trusts committed to them, and exert themselves in its service and in promoting its prosperity may reap the due fruits of their good conduct, therefore the 4 years settlement to be by you framed shall meet with my approbation. It may be that an order may be issued for your continuing for some years longer after the expiration of your present lease, and accordingly in case of your conducting yourself properly till the end of the present year, the office of Collector of the said Pergunnah after the expiration of the term of your existing engagements, may from the favour of Government, be assigned to you. This depends on your own conduct.

The above Perwannah was issued to Sheo Laul Dobeh, Kaun Dass, Shunker Pundit, Ram Jeeawan, Ram Chund Pundit, Munoo Laul, Sedanand, Diljeet Singh, Ram Kishen, Meherbaun Singh, or Raja Ram, Gholam Roop Singh, Juggut Singh, Adel Sah, Bishen Dutt, Ram Dutt, and Gaji Ram.

126. Extract from the proceedings of the Resident at Benares.

12th January, 1790 Sub-Secretary on the conditions on which Zemindars dispossessed before 1775, may be reinstated.

Read the following letter from the Sub-Secretary dated the 23rd of December last (vide it). The following letter is in consequence letter to the Raja.

Translation of a letter from the Resident to the Raja of *B*enares. Dated 12th January, 1790.

In respect to this, that you are ready and without objection in regard to the forwarding of the business of the settlement according to the intimation and wish of the Right Hon'ble the Governor General, the Gentlemen of the Government at the capital of Calcutta, are highly satisfied, and will continue so, and as Government desire to shew due attention to your opinion, and sentiments in matters that concern the revenue, therefore, conceiving that the restoration of the Zemindars was pleasing to you, the Government did some time ago, viz., on the 11th of April 1788, issue an order that those old Zemindars who had been dispossessed, before the 1st of July 1775, should not be reinstated a copy of which order, or regulation, I then transmitted to you, and a clause in reference, and conformity thereto was inserted in the orders issued for the settlement of the current year. But as on the beginning of the current year's settlement, it appeared on proceeding to that of Jhaloopoor, (as is well known to Sukh Laul, your Mutsuddie) that exclusive of two persons, all the other village Zemindars of that mehal, had not held possession within the period limited by the regulation, therefore, that Mehal, still remains cucha, or unsettled, as hath fully been reported to the Governor General in Council with a proposal, or question as to what might be ordered in respect to the restoration of the village Zemindars, who are not within the limitation because it appeared to me that your objections to the restoration of principally against the Goshwarah Zemindars, or those holding pergunnahs and not against the Zemindars of the village.

In answer to my query, the Government's order from the capital of Calcutta, hath issued, under date the 23rd of December, 1789, that as it appears to his Lordship in Council, that the restoration of the village Zemindars generally would contribute greatly to the prosperity of the country, which must in every respect lend to your public and private advantage, His Lordship in Council has therefore been pleased to authorize me if you agree thereto to restore the remaining village Zemindars of Jhaloopoor as also the village Zemindars in any of the other districts who were dispossessed previous to the 1st of July 1775 in such manner, that should any person dispossessed of his lands, antecedent to the above date, claim restoration thereto, as a matter of right such right not in fact, remaining after such an elapse of years, the claims thereon founded are according to the former order of the 11th of April 1788, be rejected, and only to be admitted in such degrees and instances, as may appear proper from a view to due consideration of the circumstances of the cases, and of the parties solicitous of being thus reinstated and that I am not to reinstate any of the said anciently dispossessed Zemindars who have remained deprived of their lands ever since the 1st of July 1775, without your consent you will after considering the contents of the above write an answer, that the proceedings thereon may follow accordingly.

127. 23rd January 1790 Raja's letter objecting to the restoration of the old village Zemindars and containing further observation on Raja Bulwant Singh's management and the conduct of the former Amils and on his own present situation.

Raja to the Resident at Benaras. Received 23rd of January 1790.

I have been honoured by the receipt of your letter of the 12th of January 1790 purporting in substance, that in answer to a query of your's and order of Government had issued from Calcutta, under date the 23rd of December 1789, stating, that as in the opinion of his Lordship in Council the cultivation and improvement of the country would probably be greatly promoted, by the restoration of the Zemindars, therefore if I agree thereto, you, the Resident at Benares, are authorized to restore the village Zemindars of the Mehal of Jhaloopoor, as well as the other Zemindars who shall have been deprived of their lands, antecedent to the 1st of July 1775, but that without my consent none of the anciently dispossessed Zemindars as aforesaid, who were displaced before the 1st of July, 1775, shall be raised again to their villages.

Whereupon I am desired to consider the contents of the above and to write an answer. My Kind Sir, I did heretofore relate to you, the situation or manner of the settlement of this country in the time of Maha Raja Bulwant Singh (now in Paradise) that the plan of the settlement of the country was not in one way, or mode. Whenever he knew it proper, to receive the Malguzary, or revenue from the hands of the Zemindars, he did so, and wherever he knew the Zemindars to be wicked desolaters, and such men as the revenue would not be effected by, he there made the villages cucha and took the revenue. In this way both the country remained cultivated, and no losses accrued in the payment of the revenue. On this plan he carried on the Amaldary, or management for 60 years. The cultivation daily increased and the Ryots remained also easy and contended. Neither did ever any loss happen, in the completion of the Government's revenue. You are well acquainted with my entire want of authority for the by past years. The Naibs were the disposers of all affairs, and every year a new plan took place and in view to the furtherance of their own interested views, they exerted no due check or control, and the Mutahids (or contractors of the revenue) did whatever they pleased. Besides this, in several places the Zemindars withdrew the best cultivated spots from the cucha Ryots, and have reduced the cowl, or stipulated rates of their own cultivation. On this account in sundry parts of the country deficiency (or diminution or funds) hath happened and now that a plan for the settlement of the country hath been settled from the Huzoor or presence, and that I have been desirous to affix my seal and signature to the Pattahs, I being obedient to the Huzoor, have acted according to order and accordingly within this Hookumnamah or Regulation which is limited to 14 years in what variety of contentions please have not even within this period claimants presented petitions to you all which is well known to you. If the anciently dispossessed Zemindars shall be reinstated, great difficulties will ensue, and even rather than reinstate them this is better, or more advisable, that if those villages remain cucha, in this way also, cultivation will be promoted and the cucha Ryots will also remain happy, nor will any loss accrue in effecting the revenue of Government.

I have represented to you, whatever I knew to be best, according to the customs of this country.

In future you are the Master and Protector, whatever is thought best at the Huzoor.

128. This message declaratory of his approbation of the settlement, and proposing, or suggesting the abolition of Amils, with the Resident's answer:—

The Resident thinks fit to remark that after his sending the above letter this forenoon, the Raja (as if he had though he had gone too far in writing it) sent his Mutsuddie Sookh Laul in the evening, to express that he highly approved of all the settlements that had been made but that one thing occurred to him, namely, that under the present mode of settlements, there might be no occasion for Amils, or that only simple Collectors such as had been appointed at Bealisee, and the Bukhshee at most might be substituted in lieu of the present more expensive establishments, in the other Mehals. In answer the Resident observed, that he was fully as much inclined as the Raja to reduce all unnecessary expenses, but that the Amils of the far greatest part of the country, where 4 of the 5 years leases remained unexpired, could not be removed till that period consistently with their engagements and that altho' the Resident had appointed simple collectors to Bealsee, and one two or more places, by way of experiment yet he did not think the country at large in a state ripe for such a measure to be adopted generally nor would he deem it safe for him to attempt it, while the official responsibility for the public revenue, rested with him. Where which is not yet at all clear (this mode of collections) now for the first time suggested by the Raja on the whole any thing, if at all more economical, than the nomination of mere Collectors, but that when the responsibility for the collections rested again in the Raja, he of course would be the master to go the cheapest way to work. In which observations, Sookh Laul concurring or pretending to concur departed.

129. Resident to the Raja.

I have this day received your letter, and in consequence, none of the village Zemindars who had remained deprived of their lands, since the year 1775, shall now be restored. For the rest, in answer to a single question put to you, you have entered into a long detail in the style of complaint, but if you rightly consider, you should ask yourself, what advantage it is, or can be to the Governor General in Council, or to the Gentlemen in Council, or to me, to interfere in the management of your Zemindary and if, as you must be sensible and do well know, neither they nor I have any possible advantage therein, except a view to the public good, you should then next ask yourself, what can induce them to take this trouble, but the reflection, and fear from their experience of the former times up to the end of 1195 Fussily that similar might occur as did that year, as you are well acquainted with. Yet they are still very desirous of entrusting to you the management, and to me it will be a great relief, whenever that day shall happen, as well from your then attaining your wishes, as that I shall be relieved both from the present responsibility and constant unremitting labour of doing your business.

Meanwhile I beg you to recollect that the present mode of settlement which is conformable to the plan of that for Bihar, was agreed to by you, in a conversation, I had with you at Commicha, in the presence of Baboo Deleep Singh, and Mr. Grant and others, and afterwards confirmed in subsequent conferences at Madho Dass's Gardens, of which altho' there were no written engagements entered into on the subject. Your own servants are well acquainted. With your therefore now writing as of your signing and sealing the Pattahs was a matter of constraint on you seems not quite consistent with your candour, more especially as you never verbally before this, even insinuated as much to me and as you have been uniformly consulted, and have as signified either by yourself, or by Baboo Serbjeet Singh, your Vakeel or by Sookh Laul, your Mutsuddie, (who always remains in the Cutcherry employed in promoting the settlement) uniformly approved of the Jumma of all the Mehals, of which you have hitherto signed and sealed the Pattahs, which fortunately are hitherto not many, being no more than Bealsee, Bukhsheeat, Gurwaral, Mongra, Kopal, and Kurendah, and I have now only to request, that if you find the least repugnance to sign, and seal the Pattahs for the remaining Mehals, which are to be under a 10 years settlement and which will bear on the whole, but a very small proportion to the whole country (you freely signify as much), and not do one thing, whilst you think another, for I shall be always better pleased with an open opposition from you, than a covert and insincere compliance, and an only apparent conviction.

130. 26th Raja to the Resident at Benares. Received the 25th January, 1790.

I have received and been honoured with your letter of the 23rd of January 1790, purporting, that I have in answer to a single question entered into a long dissertation in the style of complaint that the present settlement now making (which is conformable to that of the Province of Bihar) was agreed to by me at Commicha, in the presence of Baboo Deleep Singh, and of Mr. Grant, and in that also of others of my dependants, as well as, afterwards more than once in the Garden of Madhoo Dass, in such manner that altho' such agreement was not then reduced to writing, yet my servants are acquainted therewith.

My kind Sir, I have never said anything to the contrary of that, so as to have been construed by you, as a complaint, and it is true, that in respect to the plan of settlement devised by you, in conformity to the orders of the Gentlemen of the Council, you at the Gardens of Commicha, and Madho Dass, did signify the same to me and I did also relate, or say, that whatever plan has been devised for the advantage of the country, was very proper, but that you should effectually enquire into, and ascertain the extent, or quantum of the revenue of each place, and proceed accordingly all which you approved of, and said that the Raja, (meaning me) should at all times freely represent whatever good, or evil appeared to me which would tend entirely to your satisfaction. In conformity to this I have represented whatever appeared to me in place and proper, and shall also represent, whatever may occur in future, and as to what you signify, relative to the seal and signature viz., that my present method of writing by way of causing an implication that my signature and seal are not affixed to the Pattahs according to my free consent or satisfaction does not display my condour. My kind Sir, whatever doubts I had on this subject were last year related to, and obviated by you, and you satisfied me, or let my mind at rest, ever since which I have without hesitation affixed my seal and signature to the Pattahs and both for last year and this. In this respect, let not my candour be suspected by you, because in truth, I rely on you for my advantage and benefit in all points, nor are my disposition, or habits such, as outwardly to point one way and secretly another. You Sir are my Protector and Master, wherefore I represent my situation to you, without qualification or diminution.

Resident's Remarks :— The Resident does not think it proper, as it is no longer necessary to continue the discussion of the above subject with the Raja. He has clearly explained what the Resident thought required explanation in his last, and to have the least possible alteration of a disagreeable tenor, with the Raja, is and ought always to be the Resident's object.

131. Jonathan Duncan to Earl Cornwallis, Governor General in Council. Benares, 25th November 1790.

In this address, I shall have the honour of laying before your Lordship in Council a report of the Permanent Settlement, made of the districts of this Zemindary, referring for the full particular of each subject to the accompanying proceedings marked in the margin.

2nd. This measure originated in your Lordship's instructions of the 17th of June, 1789, wherein after approving of the 5 years settlement, which I had then recently made of most of the Pergunnahs (as reported under date the 20th of April 1789) the instructions for the Permanent Settlement of Bihar were referred to me, having for their declared object, the ascertaining and limiting the demand of Government, securing to its subjects in perpetuity the quiet enjoyments of the fruits of their industry.

3rd. The system contained in those instructions, I was directed to endeavour after procuring the Raja's assent, to introduce into Benares and although your Lordship was aware of the difficulties arising from the 5 years settlement, I had just before concluded, yet they did not appear (as the letter from the Board signifies) of sufficient magnitude to impede the plan of a permanent Jumma.

4th. Having received these instructions on the 28th of June, 1789 I advised your Lordship on the 2nd of October following of the measures I had thereupon taken 1st in procuring the Raja's assent as desired and 2ndly in rendering the Mofussil or interior settlement of each of the districts already set for a term of year which I had about a fortnight before required the Amils, holding these 4 years unexpired leases to conclude for the same period with those entitled to hold or rent the several villages subject to my revision and confirmation, to take place on the spot in each Pergunnah respectively. In the course of a circuit to be made for that purpose with a view that after this 4 years Mofussil settlement had been thus approved, it might, if thought proper, be declared permanent for the like period as that to be made of 10 years, in those districts which had not been let for a fixed term which last Decennial Settlement I proposed to effect more immediately under my direction, upon nearly the same general principles as those fixed by Government for that of Bihar in the manner already fully specified in my address of the 2nd October, 1789, above quoted.

5th. The general proposed outlines for the settlement of Benares for 4 and 10 years, having on being thus submitted, met with the approbation of Government, your Lordship in Council thereon more formally resolved that a settlement of the Zemindary of Benares be made for the period of ten years, commencing with the year 1196 Fussily agreeable to the resolutions of the 20 May and 18 of September of that year, already commnnicated to the Collectors of Bihar with copies of the last of which I was also to be furnished, being at the same time further instructed to report on any parts of the plan that might not seem applicable to the local circumstances of Benares.

Returning from the Presidency with these instructions to Benares, I found that in the first district (viz. that of Jalhoopoor) of which I undertook the settlement, there were not above two Zemindars of villages, with whom under the existing Regulations of the 11th of April 1788, (which exclude from the rights of landholders, all those who had been dispossessed before the 1st of July 1775) I could conclude a settlement, as owners of the lands, they laid claim to. I submitted this difficulty to Government in my letters noticed in the margin, and was in consequence, instructed to propose to the Raja to readmit such of the parties as should be deemed proper objects altho their dispossession had been previous to the date above specified. But as the Raja's original jealousy of such reinstatement prevented his acquiescing in this recommendation from Government (as already fully communicated to your Lordship in my letter of the 1st of February last) a considerable proportion of the ancient landholders of this country have (as hereafter particularized) remained, of course, out of possession, and these lands have from necessity been let to farmers thereby occasioning a material defect in, and prejudice to, the plan for the permanent settlement of this part of the country.

7th. As from the extent and number of the districts to be settled, it was evident, that I could not in the space of the five months which the season afforded, visit in person every Pergunnah, I determined with a view of expediting the object of Government as speedily as possible to depute my two assistants to superintend and effect the formation of these at 4 and 10 years Mofussil settlements, in different parts of the country whither my own circuit could not be extended.

8th. The instructions under which Messrs Neave and Treves received this commission, are recorded at length in the proceedings marked in the margin and comprehend, or bear reference among others of less consequence to the following heads.

9th. In respect to the 4 years Mofussil settlements to examine into and revise the arrangement of village renters, and the assesment on each, as proposed by the Amil and Canungoes, acting in pursuance of the previous instructions which had (as above mentioned) been issued to them for that purpose, in the month of June and to correct such deviations as should appear to have been unduly made either in the exclusion of parties entitled as Zemindars, under the limitation made by the Board's Regulation of the 1st of April 1788, or in the over or under allotment of Jumma on the constituent parts of the total of that of each district, such allotment to be regulated (as well in regard to the 4 as the 10 years settlements) as nearly as ascertainable according to the fair ability of the respective villages and Puttees (or sub-divisions of villages) so as to admit of the Zemindars and farmers realizing the revenue assessed, in conformity to the revenue rates of 1187 which by my letters of the 12th September, 1788, and 26th of April 1789 and sundry other addresses your Lordship is apprized of being fixed as the standard or criterion for the collections throughout the country.

10th. A further object of these instructions (which I of course considered as equally obligatory in respect to my own part of the proceedings on the settlement) was that where a large proportion of the lands remained waste and uncultivated there might be a gradual moderate Resid or increase, for the few first years of the period of the general leases in consideration of the Government's right to some share of the profit accrueing to the renter by bringing it into cultivation, and it was further provided that the article of spirituous liquors and the tax upon shopkeepers and weavers comprehended under the denomination of Abkary, Ghur Dewary and Khergue, should be separted from the renter's collections and realized by the Amils of the res pective districts, as far as those articles separately existed but without seeking to establish or extend them.

11th. This exclusion of these contingent articles from the collection of the Zemindars and farmers, was made with a view of ascertaining and limiting their amount, and thereby of preventing them from being perverted into the indefinite means of exaction, which from their nature they so easily admit of. I had also in view in this separation, the future greater facility with which these articles, might where thus rendered distinct from the Mal or land revenue be wholly or partially abolished, according as might be afterwards determined, from a due consideration to their nature and effects of which I may have occasion to make further mention, in a subsequent part of the present letter.

12th. The Cabooleats taken from and Pattahs granted to the Zemindars and farmers (of which translated copies at length are entered in the margin) do accordingly specify this alienation from the funds assigned for their collections and the deeds in question further provide, that the renters shall make the regulations of the 15th of June 1788, for restricting their collections from the Ryots to, or within the rates of 1187 Fussily together with those of the 1st of July of the same year, for ascertaining the measurement, and the difference between the old and new Nels or Rods, (which differences are besides endorsed on all the new Pattahs) the rules of their conduct in realizing the public revenue, for the due and full payment of which, their lands and properties are expressly bound and rendered subject to sale by auction, in case of failure.

13th. These engagements likewise stipulated, that the renters, whether Zemindars or farmers shall neither resume any lands that were held free, up to the Fussily year 1195, or make any new grants of this nature under the penalties therein described, besides which, they render themselves responsible for all robberies committed within their respective limits, especially on travellers, and merchants, in such manner that if unable to discover and apprehend the thief, or robber they are to pay the amount or value of the articles taken or plundered.

14th. After adjusting these preliminary farms the next and most material consideration, was how justly to assess the rental on each separate village or larger subdivision of the different Pergunnahs. Were this assessment to have been made on entire Pergunnahs (as in the instance of the preceeding years settlement of Benares) the necessity of nice exactitude would not have been so urgent, nor of course the task so delicate and difficult, because the Amil had in the former case a whole district to raise the stipulated revenue from and thence possessed a degree of latitude, which the present proposed mode of Government's fixing irrevocably every village Zemindar and farmer's Jumma separately must henceforth preclude and so minute and inconsiderable, are for the most part, the portion of Zemindary rights in the Province of Benares (the major part of the Jummas being under a thousand Rupees, many under five hundred and some even down to less than ten Rupees annually) that a very small error in the assessment must (as will appear self evident) prove fatal and irremediable. where the means of the contractor with Government are so limited.

15th. To provide against this ground of embarrassment, as far as possible, I had previously obtained from the Canungoes of the respective Pergunnahs an account of the assessment on all the villages for the last ten years of which accounts as constituting a main ground work for the settlement and being otherwise valuable for occasional reference, copies are herewith transmitted exhibiting the Tushkhees or amount assessed on each village, for the successive years of the period, comprehended in them, by which term of Tushkhees is meant the Assil exclusive of the aboah, the latter being for the first and last years separately stated in 2 distinct columns at the end of these accounts, the general accuracy of which I have reason to be satisfied with as well from the solemn engagements, under which they were delivered, as from my having, in one instance only been able to trace any concealment to have been practised in them, as already mentioned in my address of the 26th of last December on the progress then made in this settlement and further particularized in the proceedings marked in the margin.

16th. Yet as great alterations had occurred in many places since the first years, to which those accounts extend, the information contained in them required of course to be corrected by the local information of the Canungoes and Amil corroborated by the consent of the parties engaged to pay the new assessment under which the united precautions (as already more fully particularized in my above mentioned address of the 26th of December last) the Mofussil settlement has accordingly been made, to the best of my judgment upon equitable principles and such as I hope, will at the same time that it provides for the rental due to Government, introduce and insure stability to the tenures of such of the landholders as have thereby regained possession and thence, also, preclude the principal temptation (to which farmers and annual lesees, are more peculiarly liable) for making undue exactions on the Ryots.

17th. I have, however, already informed your Lordship, that this desirable restoration of the village Zemindars had from the Raja's objection to the measure, proved much less general, than it might have become inso much that out of above 5,000 Zemindars, who exist in the different districts, only about 3,000 are yet in possession, the other 2,000 or nearly to that number remaining excluded, principally from having been dispossessed by Raja

Bulwant Singh, previous to our last acquisition of Benares in July, 1775, including also, under this description those whose lands lie in the Raja's Jagirs, who, if they have occasional possession, which I am not accurately informed about can hold it only precariously as farmers.

18th. The accounts of the settlement of each Pergunnah has therefore been subdivided in the following mode, 1st with Zemindars, 2nd with farmers, and 3rd. that which remains Amany, or where by reason of there being for such places neither Zemindars nor farmers, the Amil collects immediately from the Ryots.

19th. The proportions which the several parts of the settlement, under these heads bear to each other, are with Zemindars 2/3 with farmers 1/4 and Cucha (or where the collections continue to be made directly from the Ryots) one twelfth.

20th. From the preceding observations, it will, I think, appear sufficiently clear, that the object of this permanent settlement could, as far as regarded the districts let in the preceding year, on 5 years leases, be only to fix the contracting Amils Mofussil Jumma, during the period of the 4 years, that remained of it, according to the fair ability of the several districts. Under this predicament, without, however affecting, unless in the few particular instances hereafter numerated, the Sudder Jumma, or quantum of revenue which this description of farming Amils had by their unexpired engagements to pay to Government and considering the light, wherein such engagements for farming lands for a term of years are generally viewed throughout India it was certainly a sufficiently serious encroachment on the terms recentl, concluded with the parties in question thus far to interfere in their interior arrangements and from farmers to limit and fix certain bounds to their profits and influence, so as to reduce them to the level of Collectors. Yet I owe it in justice to these Amils (who altogether farmed the major part of the Province) to declare that they most readily acquiesced in the disposition thus made by Government, and have all, in consequence entered into the solemn engagement mentioned in my letter of the 26th of December not to exceed in their collections the amount of the ascertained Mofussil rental.

21st. As their Sudder settlements for the preceding year 1196 and the four succeeding were necessarily made (as fully explained in my letter of the 26th of April 1789) on the estimates of the Canungoes as to the gross revenue produce of that year, and the revenue thereon fixed, after deducting for the charges of collection in the manner specified in the separate Douls, accompanying that report most of which contained also a stipulated increase for the four following years, it could not be expected that all these estimates would be found on trial by the actual assessment of the Mofussil Jumma to be for this 2nd year of their leases perfectly accurate and accordingly the difference has turned out on the whole of the present 4 years Mofussil settlements, and on the rest of the country as here under noticed it being premised that the Russid or increase laid on the 5 years settlement for its 2nd year or from 1196 to 1197 amounted to 72067 Rupees deficiency of estimated funds for the 2nd year of the 5 years settlement.

Ist, given up in the present permanent Mofussil settlement......23,799/7/9.

2ndly, given up in the present permanent Mofussil settlement where the five years Amils have not required any proportionate deduction, but adhered to their engagements Rs. 27,038/11/-.

Total of deficient funds in the 5 years settlement, Rs. 50,838/2/9.

22nd. To counter balance this error in estimate, there have been found surplus in the lands of the said 5 years settlement to the amount of Rs. 71,762,0,9, which however cannot be during the existence of those Amil's leases, applied to the use of Government. In the rest of the country, which was not under any term of lease, the ascertained funds exceed those of last year, after allowing for the deficiencies in the sum of Rs. 25, As. 15, pies 3, which being added to the above, surplus in the 4 years Mehals, makes the whole Rs. 72,388, from which the aggregate deficiency of 50,838,2,9, being deducted leaves Rs. 21,549,11,3, of surplus Mofussil funds, over and above those which had been calculated for the settlement of 1197 (as fixed in 1196) including its increase, all which tends to prove that the country at large has since last year increased its cultivation and funds, so as to have been, thus far, fully equal to the improving assessment laid out by the 5 years settlement, although from the Sudder Jumma of this 2nd year (1197) not lying open to Government, in those districts, leased in 1196 for 5 years it has become necessary to give up Rs 23,799,7,9 of the above Rs. 50,838, 2.9. Owing to this part of the partial deficiency having fallen too heavily on particular districts, subtracting from this Rs. 23,799, 7.9 the surplus of 625,15,3 in the Mehals that had in 1196 been leased for only 1 year, the real ultimate deduction from the settlement of the whole country for 1197, as estimated in my letter of the 26th of April 1789, will be Rupees 23,173, 8,6, the particular causes for which will be noticed in the following detail of the separate settlements of all the grounds and smaller divisions of the country, which on an occasion of such importance as the present, I think, it may be expected, that I should enter into.

23rd. The Zemindary of Benares comprehends the greatest part of the four Circars of Benares, Chunar, Ghazipoor, and Jaonpoor, and extends also into the two adjoining Circars of Allahabad and Terhar.

24th. In the Circar of Allahabad is situated only the single Pergunnah of Budhoee, which is held in Jagir by the Raja upon condition originally understood but not now performed, of paying half its revenue to Government for this moiety received into the Company's treasury amounts only to Rs. 175,659, whereas in my letter of the 12th September, 1788, I have shewn that the Jumma of Budhoee cannot be less than 4,12,000 Rs. However, on the footing of the Raja's permanent lease, this surplus in his favour becomes of only nominal consequence, and I principally here mentioned the subject, to account for no Mofussil settlement having been made of this Pergunnah, since from its situation as a Jagir to the Raja, my interfering with it must have proved very disagreeable to him and I have therefore avoided affording any plea of umbrage to him on this head, or concerning his other Jagirs although I have reason to believe that some regulations for their interior management might prove advantageous to their inhabitants.

25th. The Circar of Benares consists of sundry Pergunnah's and subdivisions, of which the Mofussil settlement has in a great part been made, or in the proportion of Rs. 4,36,503,7, leaving Rupees 2,10,538,13,6, unsettled by which term, I mean where the Jumma of each village is not separately ascertained and fixed by a pattah under my signature, the reasons for which omission will appear under the following enumeration of the districts comprehended under the unsettled part.

Pergunnah of	Gungapoor	Jumma Rs. 78,588,10.
Talooka	Kerowna	Jumma Rs. 65,113.4.9.
Ditto	Kurhooa	Jumma Rs. 3,501
Village	Sheopoor	Jumma Rs. 1,701
	Total Rs.	1,48,903 14.9.

26th. These lands are all held by the Raja's family and immediate dependants, Gungapoor as his paternal Zemindary, a Talooka of the same Pergunnah held by his grand-mother, Kurhooa and the village Sheopoor by his two most confidential servants, Baboo Deleep Singh, and Goor Bukhsh. Wherefore I have from nearly the same motives, as already expressed, with regard to the Jagir Pergunnah of Budhoee allowed the interior settlement of these Mehals to rest with the holders more especially as my own and my assistant's time was sufficiently occupied in the other parts of the general settlement. Should however your Lordship think fit, that a ten years Mofussil settlement be made of this part of the country, the Raja can hardly allege any solid objections as these lands are in fact, held on the same revenue tenure as the rest of the country, and not in the nature of a free estate as are his Jagirs

27th. The other parts of this circar in which I have not interfered in the Mofussil settlement are the

Talooka of Lowhta		Rs. 27,632.14.3.
Dittoo	Soory Kerowt	Rs. 8,042.11.9.
Dittoo	Chotaypoor	Rs. 11,395.5.6.
Dittoo	Jukhnee	Rs. 15,563.15.3.
	Total	Rs. 62,634.14.9.

I did not think it necessary to interfere in the settlement of these Mehals, because they are thus far peculiarly situated, that they are held by hereditary Talookdars (or persons claiming to be such) who uniformly pay their revenue with regularity and manage these small districts with a tenderness which men naturally feel for what they consider as their own. Believing therefore, that by interfering in the Mofussil settlement of these small Mehals, I might by deranging the ancient connexion between the owners and their tenants, do more harm than good and having besides my time sufficiently absorbed, I have left this small division of the country as I found it and at the same Sudder Jumma, or rental payable to Government as settled last year.

28th. The component parts of the above Rupees 2,10,538.13.6 on account of the unsettled part of this Circar, are of course here stated as the available Mofussil produce not from any actual ascertainment of mine, but from the latest year of the Canungoes annual accounts or for 1197 Fussily except that with regard to the Talooka of Jukhnee, its real value is I believe, in the above stated settlement about 2,500 Rs. under rated the causes of which will appear under date the 23rd December 1788, in the voucher No. 6, accompanying my address of the 26th of April 1789.

29th. The next division of the Circar comprehending a Jumma to the afore stated amount of Rs. 4,36,503.7 contains one Mehal settled for 4 years, and nine for ten years as follows.

Talooka of Majchwa on a 4 years increasing lease				23,399	7	3
Pergunnah of Atgawan on a 10 years increasing lease			Rs.	4,6280	5	0
Dittoo Bealsee	on Ditto	Ditto	Rs.	45,265	0	0
Talooka of Jalhoopoor on			Rs.	30,680	5	3

Ditto of Kernadanry on Ditto	Ditto	Rs.	12,064	2	0
Pergunnah Kutteher on Ditto	Ditto	Rs.	11,7329	13	3
Villages called Deht Mutfurkat		Rs.	10,615	10	0
Pergunnah of Pundra		Rs.	48,012	8	3
Ditto of Sheopoor on Ditto		Rs.	45,412	13	0
Should be		Rs.	436,573	7	0
Total Sicca		Rs.	436,500	1	0

30. On the settlement of these Mehals I shall submit the following observations, referring for minute particulars and proofs and vouchers, to the accompanying proceedings at large to which, for the more ready reference, I have annexed an index.

Mujehwa, Rs. 57,443 7 0

31. This Talooka which belongs to Phelwan Singh and his brethren was settled last year on a five years lease, but unfortunately at so high a Jumma (which I was induced to exact former Jumma in the old accounts as per No. 6 of the vouchers accompanying my address in April 1784 above referred to) that the Talookdars were obliged to mortgage their lands to Baboo Owsan Singh, and although they have since redeemed their Talooka, yet as on the Mofussil permanent settlement made this year, under the inspection of Mr. Treves, the entire Mofussil funds only amounted to Rs. 56,938,8 which could not admit of a payment to Government of Rs. 55,571, 7 9 that in the 5 years lease was the stipulated sum for the second year of it. I therefore agreed to cancel the remaining four years of the lease, and to substitute another for the same period, founded on the ascertained funds on the Mofussil Settlement, with this difference however against these Talookdars, that I have allowed them 1,500 Rs. less, annually, than the 10 per cent, granted in general to all the other renters. During the 4 years a gradual increase is to be received from the Talooka, so as to raise its Jumma to Rs. 59,509 8, 6 which is perhaps as much as should ever be realized from it.

Amanut villages and Peekree, Rupees 23,399, 7, 3 .

32. This Mehal consists of a number of villages and ground situated within and around the city of Benares. Its collection bill within these two years past, were made by an officer called Amin, (whence the above denomination) who was also Collector of the Customs at Benares and possessed a very undefined though ancient authority in many other respects over the

police of the city. With a view to simplify and limit the duties of his station, as also to save expence, I placed the greatest part of these collections under the Canungoe and the Talooka of Teekree under Baboo Ramkishen, by which means a considerable saving was last year effected, and to gratify the Raja, I have, after making the settlement in 1197 conferred on his agents the Collectorship of that portion of these villages, the charge of which had in the preceding year been transferred to the Canungoe, and Ramkishen having lately been dismissed for misconduct his part of this Mehal has not been disposed of but the village Pattah holders left to pay their own revenue into the treasury, which will prove so far a saving to the public.

33. The Jumma of this district is settled (as will appear in the proceedings marked in the margin) at much the same as it has always stood at, and without any increase there being no land left to cultivate. The danger indeed in this Mehal is, or was, of a constant diminution from the custom, that as the town extended by buildings being erected on the revenue lands, the former rent thereof became often lost to Government, such exemption having been ordinarily, or at least in former times bought from the Raja, by a consideration of one fourth of the money paid for the purchase of the ground, to the original village Zemindar, who though for the most part dispossessed and degraded by the Rajas, continue nevertheless to enjoy in the public opinion this inherent privilege of sale and transfer, nor were the Rajas of Bulwant Singh's family ever deemed competent to convey a Beegha of ground beyond their own perpetual Zemindary, a circumstance not immaterial to be noticed in an address like the present, as it tends to throw light on and to ascertain the nature of their rights as Rajas, seeming to shew, that in such capacity they were no more than the paramount local power of Government without being the proprietors of the soil, which their assumption of the equivocal name of Zemindars as well as Rajas, might lead many to imagine.

34. But to return from this digression, it may be next remarked that a part of the ground on which the city of Benares is situated, is still subject to a land tax of about 1,300 Rs. per annum, collected under the denomination of Purjwant, being probably because it had paid no fine, or part of the purchase money, to the Raja, at the time of its alienation. This sum of Purjwant is therefore equivalent to the collection known in the other parts of the country, under the denomination of Khanehshoomary and Ghur Dewary, of the Revenue collected, under which heads subsequent mention shall be made.

35. To put a stop to the abuses which, soon after my arrival here, I found to prevail in regard to these purchases, real or pretended of revenue land from the old Zemindars, I directed the Cauzy of the city not to authenticate any more deeds of conveyance, without my previous sanction, which has of course had the effect of preventing fraudulent transfers. At the same time

that I have not made too severe a use of this control so as to prevent the proper enlargement of the city (which has accordingly very considerably extended its bounds, within these few years) in comparison with the benefits arising from which to Government the loss of a few hundred Rupees can be no object.

Atgawan Rs. 46,280, 5, 0.

36. The Mofussil funds of this Pergunnah having been ascertained, with peculiar care were found not by 3,554 Rs. equal to the estimate of its Jumma on a one year's lease, for the preceding year, which ascertainment is further corroborated by the Amil, of 1196 having actually lost by his concern for that year, in consideration whereof I have continued him as Collector, under the Permanent Settlement, during which I have no doubt of the growing prosperity of this Pergunnah or of the happiness of its inhabitants.

Bealsee Rs. 45,265, 0, 0.

37. The 10 years settlement of this Pergunnah has been made upon terms fully as advantageous to Government as it appears to have ever yielded. On this occasion I began to reform, which I wished to make general throughout the country, by ordering the pensions therein chargeable on the revenue to be transferred to, and made payable from the public treasury, a regulation which must, I think, tend equally to the ultimate advantage of the pensioners and of Government, by securing to the former the regular receipt of their allowances and by subjecting the latter only to the burthen of real claims, at the same time, that the receivers become sensible that they owe to the bounty of Government what from long habit and Mofussil payments, they were apt to believe themselves solely indebted for to the Amils.

38. In regard to this Pergunnah I projected also another reform in substituting, for a responsible collecting Amil an irresponsible Collector, thinking thereby to effect a saving in the charges of collection, and depending on the solidity of the Mofussil settlement, for the prevention of any deficiency in the collections. But I soon perceived that the allowances and contingencies of the new Collector would equal, or prove at least so nearly equivalent to the settled Amil's allowances of Dehyek or 10 per cent, that as well in this as in some other instances where I made similar experiments, I became convinced that the best and true economy for Government, is to maintain in every Pergunnah creditable collecting Amils, who partly for the consideration of the Dehyek, and many at least in this country, from motives of ambition to hold the station, are in general regular to a day in the payments of the successive Kists or instalments of the revenue, without requiring other retribution than the settled centage, as aforesaid, for any trifling outstanding balances that may

remain in the Mofussil at the time of their closing their annual accounts with Government.

39. On this subject, I cannot perhaps find a letter place to introduce the mention of a proposal or suggestion made to me by the Raja (as detailed in the proceedings marked in the margin) to withdraw all the Amils, as considering the Mofussil settlement to have superseded the use of them, but without entering into what may have been the Raja's real motives, for such a suggestion, I need hardly observe, that I declined availing myself of it, being firmly of opinion that exclusive of the imminent risk of loss to the Company, which must have proved an act of positive injustice to the renters and the surest means of the speedy dissolution of the settlement and of the dispossession of all newly reinstated Zemindars and renters, for although my opinion be favourable enough to the inhabitants of Benares in general, yet the great body of petty land holders are by no means arrived at such a state of sober conduct and reflection as to be left entirely to their own guidance, they are yet like novices in training, and though they may, I hope, be gradually entrusted to pay their own revenue immediately into the treasury, I have hitherto restricted that previlege to those, who may from time to time, be able to establish any just grounds of complaint for excessive exactions or otherwise against their respective Amils.

Talooka of Jalhoopoor, Rupees 30,680 5 3.

40. I have already had occassion in my letter of the 23rd of November 1789 to mention, how all the Zemindars of this district, excepting two, have been dispossessed for so long a period as to be incapable of being reinstated under the Regulation of the 11th of April 1788 and the Raja having refused to consent to an extention of the limitation of that order (as already reported in my letter of the 1st of February 1790) it is of course all farmed, with the exception of the two instances before mentioned.

41. In this District, the revenues had suffered so much by the effects of the scarcity or famine, which happened in the year 1783/4 that, to enable the Amil to raise the revenue subsequently assessed on it, he was obliged to lay on an additional tax of two annas, and these being of course, so much above the rates of 1187 Fussily, which by the Regulation of the 25th of June 1788, were ordained to be the standard for the Ryots payment throughout the country. The Collectors of Jalhoopoor claimed thereon to have these two annas struck out of their rental, in consequence of which, a compromise was made to their satisfaction, whereby one half was given up and the other incorporated with the Mal part of their revenue.

42. On enquiry into this subject, it appeared, that although the rates were thus higher the aggregate of the Jumma of Jalhoopoor is less than in 1187 to

explain which it is proper to observe, that the same ground in this country pays different rates according to its occupants, as for instance, the Brahmins pay least of all, the Rajpoots somewhat more, whilst the most industrious classes of the Ryots called Koonbees, Kachies and and Kivyrees, who cultivate the most valuable articles of produce pay the highest rates per Beegha and as from these latter being of the lower order of castes, they are least regarded, and most helpless in times of general Calamity. It unfortunately happened that during the famine aforesaid a great proportion of them were in this district as well as in others supplanted by Brahmins, which had the immediate and unavoidable effect of sinking the revenue, in the manner above explained, a circumstance which in its general operation in a greater or less degree throughout the country, may serve in part to account for the revenue being in general less than it was in Chyte Singh's time in districts, even where the appearance of cultivation is as great or greater than at that period, and it is accordingly to this unfavourable mutation among the cultivators, and to the additions made to the free lands during the degree of anarchy that prevailed under the successive Naibs, together with the diminution of cultivation occasioned of the season and party from there being no effectual control to check the undue exactions of the Amils, that may, I think, be fairly attributed the rapid declension which had taken place in the revenue funds of this country.

Talooka of Kernadanry Rs. 12,064 2.

43. The settlement of this Talooka (which makes part of the original Pergunnah of Gungapoor) for the Fussily year 1196, will show the reduced state, into which it had at that period fallen and the difficulty, with which I prevailed upon the farmer to consent to what he represented to be the high terms of the five years settlement then stipulated. He accordingly could not hold it beyond the first year, and a satisfactory Mofussil settlement, having now been made with the village Zemindars, as far as the periods of their dispossession admitted of reinstatement, and with farmers for the rest, on 10 years leases, the collection thereof has at the Raja's request, been committed to him as close adjoining to his own hereditary part of the Pergunnah, and he agreeing to charge nothing for the expense of collection, by all which means a very favourable and solid adjustment of the revenues of this small district has taken place, and during the course of the 10 years lease the payments to Government will equal what they ever amounted to :—

Pergunnah Kuttehur	1,17,329	13	3
and Sheopoor	45,412	13	0

44. I have little to remark on these districts except that their Decennial Settlements have been made with the greatest care under a competition between

the Raja's agents and Baboo Juggut Singh, the Amil, the former wishing to prove their value to be greater than the latter admitted of or than appeared by the result of a very minute scrutiny made in consequence of this altercation between the parties. These districts are in high order and at their full Jumma, and I have the best opinion of their Amil, who in being an object of jealousy to the Raja, shares only the common fate of all his relations.

45. Bishen Singh invalid officer who was disabled in the massacre at Sheowalla, having ever since been allowed an immunity of about 300 Rs. per annum from an small farm which he holds in these districts, I have continued it to him.

Villages called Dehat Mutfurkat	10,615,	10	0	and
Pergunnah Pundra	48,012	8	3	

46. The settlement of the Pergunnah of Pundra, and of the Dehat Mutfurkat, have been well made, and to an amount fully equal to their ordinary Jumma, the cause of that of the Dehat Mutfurkat somewhat less than in the last Doul of years settlement, being that one of its villages Jurkhore is situated in the Circar of Chunar whence its Jumma stands in the general account of the settlement, under that division, this Pergunnah of Pundra and the collection of villages called Dehat Mutfurkat, have long been annexed, as to their revenue to the Pergunnah of Bhoilee in the last mentioned circar, but on the occasion of the present settlement three of them (as per particulars in the proceedings marked in the margin) have been at his request, annexed as to their collection to the Raja's Pergunnah of Kuswar, otherwise called Gungapoor.

47. The above Mehals being all those of the Circar of Benares I proceed to the Circar of Chunar, in which, there is only one Talooka left unsettled viz.

Talooka Moosaypoor	3,988	4	0.

48. This Talooka was in 1196 leased to Shunker Pundit for a period of five years, on a Jumma rather exceeding in proportion its Mofussil funds and having since been proved in the Moolky Adawlat (wherein all such claims are decided) to be the Zemindary rights of Enayet Ashraf, Shunker Pandit has agreed to relinquish his lease, and a Decennial Settlement has been made with the proprietor, and the property being small and hereditary I have not thought it necessary (for the same reasons as expressed in respect to the small Talooks under the circar of Benares) to interfere in its Mofussil settlement.

49. The other parts of this circar are divided nearly in equal proportions, into four and ten years Mofussil settlements, there being nine Pergunnahs of each description some account of which, I shall now give beginning with

those for four years' term being (as already noticed) in reference to the Sudder or Pergunnah lease concluded the year preceding for a period of five years.

Pergunnah Ahrowrah Rs. 14,52, 4, 3.

50. This Pergunnah was formerly much more productive when under its native Zemindar, Mullick Furrikh, slain by Bulwant Singh, since which the Pergunnah has remained annexed to the Benares Zemindary. A great part of it is interspersed with unproductive hills, and the most extensive jungle in the whole country said to have been artificially reared and kept up as a surrounding covert to the fortress of Luteefghur. The riches, therefore, for which Mullick Furrikh was famed, could not have been derived from the product of the soil, but must principally have arisen from his districts having at that time been the channel of the Deccan commerce to the Ganges, an advantage it no longer enjoys since the establishment of the mart at Mirzapoor. In all other respects Ahrowrah is, I believe, as favourably situated by a moderate Jumma and a conscientious Amil, as its local circumstances will admit.

Pergunnah of Bhudwal of Bhurwal Rs. 30,225 1 0.

51. This Pergunnah is occupied by a number of Zemindars of the Rajepoot tribe, descended from one common stock, the principal amongst whom is also the Amil. The district is in good order, and the settlement as made by Mr. Treves, a solid one.

Pergunnah Bhugwat Rs. 29, 481, 15 3.

52. There are no circumstances relative to this pergunnah that require remark unless it be that it has an excellent Amil.

Pergunnah of Dhoos Rs. 26,804 7 6.

53. This Pergunnah in which there is much waste land, was left for 1196 at Jumma higher than the Amil could collect in consideration whereof, his lease which was only for one year was extended to five with a deduction of about 2,000 Rs. and the Mofussil settlement for the four years that remained to elapse, has been made by Mr. Treves, in a manner that will enable the Amil to continue to hold it, and to pay the Sudder revenue. At the same time that the greatest part of the 10,000 Beeghas of waste land, estimated to be continued in this Pergunnah may, I trust, be gradually brought into cultivation.

Pergunnah of Bureh Rs. 42,482 7 6.

Ditto Mehaych Rs. 61,495

54. These Pergunnahs are under very good Amils and nearly in the highest possible state of cultivation, as will be found reported by Mr. Treves, who made the Mofussil settlement.

55. Some of the Zemindars preferred a proposal to me to become answerable for the payment of the revenue of these districts, for an allowance of 5 per cent, instead of the 10 received by the Amil, but having no reason to place confidence in this proposal of theirs which appeared to proceed from a temporary disgust at the present Collector, I declined to avail myself of their tender, nor do I conceive that Government will ever find it their true interest to avail themselves of such spacious offer.

Pergunnahs of Mowye Rs. 19,356 9.

Pergunnahs of Mohwaree Rs. 19,787 13.

56. There is very little waste land in these Pergunnahs which are under one Amil and in a prosperous state.

Pergunnah of Nerwan Rs. 55,700 6 0.

57. The peace of this Pergunnah has long been greatly disturbed by two of its village Zemindars called Door and Buggut Singh, who with a view of levying contributions on the Amil, or of rendering him a cypher whilst their influence alone should prevail throughout the district have during three years past made use of every machination to distress him with occasional threats of using open force to expel him from the Pergunnah, if he did not submit to their terms. On account of this disorderly behaviour, and for their balance, they were apprehended by Mr. Treves (who superintended this settlement) and sent in confinement to the Adawlat at Benares where omitting to give security, Buggut Singh at length procured his release, on being taken ill of a fever, of which he died soon after my return to Benares. About which time, I ordered the release of Door Singh who has been permitted to return into the Pergunnah on promise of future peaceable behaviour, but these disturbances produced, I have reason to apprehend, unfavourable effects to the four years Mofussil settlement which also seemed to me to have been assessed with too heavy an annual increase, yet on Mr. Treves's assurance from the spot, that the engagements of the village Zemindars and farmers were voluntary and considering also the general evils that might in point of precedent result from any concluded settlements being revised and diminished by encouraging pleas to be set up in other cases, I acquiesced in the dispositions that had been made. But towards the end of the year several of the Pattah holders excited perhaps by Door and Buggut Singh's adverse interest, came up to complain of their engagements being too heavy for them to perform, in consequence of which some alterations have taken place, without however having

hitherto occasioned any diminution in the stipulated four years Jumma, which I hope may continue to be avoided especially as more than half of the Pergunnah was fallow or waste at the time of the settlement, and as it is all or most of it capable of cultivation it seemed not impossible that, through the Amils and renter's exertions, the improvement in this respect might in so wide á field keep pace with the increase of Jumma, to effect which, every attention in my power shall be bestowed, tho it is certainly a place, about which, I cannot be without apprehension, as will be further noticed.

58. The remaining Pergunnahs of this circar have all been settled upon 10 years Mofussil leases, under the circumstances specified in the following alphabetical enumeration of the nine districts in question.

1st Pergunnah of Agowree Burhur or Burhur Agowree.	Rs. 53, 51	13	6

59. The Zemindary of this Pergunnah (which comprehends also as a dependency) a tributary claim over the extensive but wild and unproductive country of Singrowlee, is held as a separate and distinct Zemindary by Raja Adel Sah, by virtue of a grant from Mr. Hastings of the nature of which, Government is already fully apprized. My report of the last year's settlement noticed the apprehensions I then entertained of having overrated its settlement, and the difficulty with which, it was realized, corroborated and strengthened them, till on my arrival in the Pergunnah, the truth of them was fully evinced by occular demonstration, for fully half the country capable of cultivation though perhaps hardly ever all cultivated, seemed fallow independant of the great space taken up by the hills and rocks with which this wild tract is plentifully replenished. On examining into the Mofussil accounts of this Pergunnah it appeared that after deducting the Sayer and Canungoes Nancar articles (now abolished or alienated from the funds for the public revenue) the medium result of the ten years preceding produce did not exceed 58,601 Rupees from which is to be deducted 1,000 Rupees for the Raja's Malikana (mortgaged for the payment of his debts to Sheo Laul Dobeh) leaving only about 54,000 Rupees medium revenue funds for a rental to Government, to be assessed from, and accordingly 55,750 Rupees was the gross amount of the Mofussil assessment or Tushkhees in 1196, of which only 5 ,683 was realized so that to pay the Government Jumma of that year, amounting to 48,001 Rupees and to defray the charges of collection. The Raja was obliged to have recourse to other resources. On the whole therefore, I was fully convinced of the expediency of regulating the future revenue to be paid by the Raja, according to what should prove the ascertained funds of his country, the Mofussil Jumma of which for 1197 amounts, inclusive of the Malikana aforesaid, to 53,251-13-6 (being within 3,188 Rupees the amount of its Jumma in 1187 the last year of Chyte Singh's management) from which deducting 4001 Rupees for his Malikana Jagir and Rupees 3056,1,6

for the first year's charges of collection together with Rupees 1194,12,0 for the Canungoe's Nankar, there remains Rupees 45,000 being just 10,000 Rupees less than the former year's exaggerated estimation of the realizable Jumma for 1197 which deficiency, is however made up to within about 1,300 by the tenth year of the lease.

60. Yet on this account and in consideration that 4,000 Rupees of the revenue funds of mortgaged, from the use of Government, in the manner mentioned in my letters of the 26th of April and 2nd of October 1789, I have restricted the allowance to Raja Adel Sah for charges of collection for the first year, as above mentioned and for the next four of the ten years (which period must be allowed for the produce of the Jagir to pay off the debt) to 4,000 Rupees per annum as per particulars marked in the margin after which for the last five years the Malikana being resumed, and added to the revenue he is to be allowed the full Dehyek, or 10 per cent on the whole, in common with other Amils.

61. In this Pergunnah, and the adjoining one of Bejehghur the cultivator that is the ploughman and labourers are all of that class called Laks that is bondsmen or slaves, liable to be sold as other slaves, and with seemingly this single distinction, in their favour, that their castes are not affected by their bondage. I was at some pains to collect information (as recorded in the proceedings pointed out in the margin) concerning this servile race of men, but I am unable to devise any means, by which their situation can be ameliorated, consistently with the state of that country, which but for them would probably from its unhealthiness and sterility, be almost entirely deserted.

Pergunnah of Bejeh Ghur Rs. 11,960 9 0

62. This small Pergunnah is in as thriving a state as the nature of its hills and jungles will admit of, and its present Jumma rather exceeds even its amount during the time of Raja Chyte Singh's. There are in this Pergunnah a class of people called Bewaries, who living entirely in the hills continue in an exceedingly wild and uncivilized state, in so much that they did not attend upon me to make their settlement, and as there would have been no compelling them without bloodshed and I could not stay long enough in their vicinity to prevail on their good will to come and visit me, their part of the settlement was accordingly made through the Amil Jye Laul (the brother of the late Abdhoo Singh) who is also a prisoner of Government as mentioned in the 11th head of my letter of the 16th February, 1788, though in that letter I through misinformation represented Abdhoo Singh (who was only the descendant of a principal landholder in that Pergunnah) as the son of Raja Deljeet Singh, to whom Mr. Hastings on his settlement of Benares assigned,

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or meant to assign, a Malikana, on his ancient Zemindary of Bejehghur on the same principles as those he conferred, and which are now more or less enjoyed by the several grantees, and their descendants with the single exception of this Deljeet and his representatives the causes of which joined to a claim preferred by Raja Mehipnarain to the hereditary Zemindary of Bejehghur, are next submitted to the Board's consideration.

63. Raja Mehipnarain's claim is founded (as will ap pear in the accompanying extract No. 3) on a purchase of the fort and Pergunnah by his grandfather Raja Bulwant Singh, about 37 years ago from the aforesaid Deljeet Singh, then Raja thereof, which claim is so far accurately stated, that Raja Bulwant Singh, did partly by force, and partly by negotiation, wrest this fortress from Deljeet, taking a bill of sale for that and the Pergunnah, on a stipulated price of 70,000 Rupees of which however he is said to have paid only 30,000. Besides soon after depriving the conquered Raja of the few remaining villages originally assigned for his support, the bill of sale is not now forth coming having been (as Raja Mehipnarain pleads) lost in the troubles attending Rajah Chyte Singh's expulsion, during which the old Raja of Bejehghur (Deljeet) and his grandson Perthy Pal, assisted or attended our arms in common with the other dispossessed Zemindars, as is evident from Mr. Hastings's mention in his letter on the settlement, of having on this account assigned Malikana allowance for that Raja in like manner with others, till (as he expressed it) they should be put in possession of their ancient inheritances, more fully explained in my address of the 16th of February, 1788. Whence Raja Mehipnarain's assertion in the extract No. 3 that Mr. Hastings disallowed of Deljeet's claim on further enquiry into it, seems not very probable, the more especially as in the following year 1190 Fussily, Perthy Pal was actually vested in the revenue charge of the Pergunnah of Bejehghur including the adjoining one of Agowree Burhur, but falling in balance. Raja Adel Sah paid or rather took upon himself the responsibility for 12,000 Rupee on his account, to his security for Sheo Laul Dobeh, and received a mortgage bond from the said Perthy Pal for the Pergunnah of Bejehghur, of which from the beginning of the next year, he (Adel Sah) became renter to Government including his own ancient Zemindary of Agowree Burhur and continued to hold the same till the end of 1192, when Raja Mehipnarain took both Pergunnahs for one year into his possession but they were restored to Raja Adil Sah in 1194, (the year before my arrival) during which to pay a balance of the current revenue he was forced to have recourse to borrow from Sheo Laul Dobeh, for which amount and the unliquidated moiety of Perthy Pal's balance which he had taken on himself to make good to Sheo Laul Dobeh on account of the year 1190, he mortgaged his Malikana (then consisting of 80,000 Rupees per annum) for the security of his accumulated debt, then amounting to 20,000 Rupees, which is now in a course of liquidation from the funds of the reduced

annual Malikana of 4,000 Rupees continued to him for that purpose, as stated in my letter of the 26th of April 1789. All which detail I have here entered into, as at the time of writing my letters of the 16th February 1788 and 26th April, 1789, I was not so well acquainted as I have since become with all these circumstances relative to these two Pergunnahs.

64. It now remains for your Lordship to decide on Raja Mehipnarain's claim to possess the Pergunnah of Bejehghur as his hereditary property, to prefer which he was, I think, induced by the then recent relinquishment of its fortress, by our troops conceiving that with the Pergunnah it would fall, of course, into his hands. I have, however, thought it my duty to discourage any hopes which the Raja might have entertained on this subject because the tenure of the fortress to him could produce no good effects, and might perhaps, at some future time, encourage him or his family to be troublesome, and because also his establishment as Raja, was made on the express condition (as fully signified in Mr. Hastings's correspondence) of excluding every idea of independence or sovereignty, yet that the subject might be open to the decision of Government. I have not hitherto given any sunnud to Jye Laul, the present Amil, as I have, in other cases, for the satisfaction of the Amils, that during good behaviour they shall be continued as Collectors for the period of the respective settlements.

65. As to the claim of Pirthy Pal (whose grand-father, Deljeet, is now dead) I think it can only at most be admitted to extend to any allowance, which Government may from bounty, and in pursuance of the ascertained intentions of Mr. Hastings, in favour of his grand-father think fit to allow him by way of subsistence, for which he is now in the greatest distress. The Malikana allowance intended for his father is said to have been 1,200 Rupees per annum.

Pergunnah of Bhoilee Rs. 90.890-8-0.

66. The Jumma of this Mehal is considerably improved by the 10 years settlement, its Doul for 1196 having been only Rs. 80,728-7-6, yet the whole addition has been realized with facility by Sheo Laul Dobey, who prepared the settlement. The revenue produce of this Mehal to Government (including also Pundra and Guzara and the Dehat Mutfurkat) will be further improved from the beginning of the Fussily year 1198, by the accession of Rs. 25,063,15,3 which for these two years past had been mortgaged to Sheo Laul Dobey, for the gradual liquidation of his advance on account of Kulb Ali Beg's balance of 1195 Fussily, as already noticed in my letter of the 26th of April, 1789. On the present very diminished state of which debt, I shall separately address your Lordship in Council.

14th February
and 5th March
1790.

Pergunnah Haveli Chunar Rs. 41,302. 2.6.

67. This Mehal was in settled 1196 to the late Gungapershaud on a five years lease but he thinking the Jumma too high relinquished it, which has, I verily believe, proved to great advantage to the Pergunnah by enabling me to place it under the Amil of the adjoning one of Bhugwat, through whose medium such a judicious Decennial Settlement has been made with the village Zemindars and renters that I entertain no doubt of the ensured prosperity of this Pergunnah, more especially whilst Munnoo Laul continues as Amil to prove its guardian.

Pergunnah of Kureeat Sekhur Rs. 53,523.

68. This Mehal was in 1196, let to Baboo Ram Kishen on a five years lease, and he himself consented, in the course of forming the present permanent settlement to have the Mofussil one in this district extended to 10 years by the result of which a profit of Rupees 2,207. 14.6 was for the first year of the Decennial Settlement ascertained to him beyond the estimated funds on which the five years Sudder engagements with him had been concluded. But till the expiration of the five years it is evident that this surplus profit amounting for 1197 throughout the country in general to Rupees 71,726-0-9 as per account particulars No. 4 belongs of right to the 5 years Amils according to the terms of their contract, although Ramkishen's share thereof has from his misconduct, above noticed, and consequent dismission, proved again to Government and for the rest his removal and the appointment of a new Amil has occasioned no difference to, or innovation in the Decennial Mofussil Settlement since Amils have only the power to collect and not to assess, except in that small portion of most of their districts, which still remains cutcha.

June 1789 5th
February 1790

Purgunnah of Mujehwar Rs. 27, 764 8 3.

69. This Pergunnah is occupied by Zemindars of the Rajepoot tribe, whose possessions were so blended and undefined, that at the time of making the settlement, and fixing the Jumma, it was found impossible to descend further in its apportionment on the different parts of the districts, than to its seven general divisions or Tuppehs, the partners agreeing to assess among themselves the personal proportions of the Jumma in each Tuppeh. But in this attempt they have differed with each other to such a degree, that the gross revenue due from the Pergunnah was for the first year of the settlement realized with considerable difficulty from such a number of contesting parties though measures are now taken to ascertain their shares, and respective quotas of the Jumma with certainty so as I trust to obviate future contention.

23rd. & 27th
Novr. 1789 3rd.
April 1790.

Pergunnah of Ralhoopoor Rs. 36,86 10

70. This being the Pergunnah in which is situated the Raja's principal place of abode, I interfered no farther in the settlement than to satisfy myself that the reduced Jumma (as noticed in my letter of the 26th April 1789) at which the Raja continued to claim to hold it, is as far as regards the present state of the Pergunnah, not founded on fictitious pleas, the conclusion and the passing of the deeds of settlement, I then left to him as he requested.

Village of Jurkhore Rs. 2,501.

71. Sufficient mention of this village has been made, under the head of Dehat Mutfurhat, in the circar of Benares, to which if necessary I refer for explanation.

72. I have thus finished the detail of the circar of Chunar, the Mofussil Jumma of which amounts according to its above component parts to Rs. 6,21 611. 1. 6.

73. In the Pergunnah of Ghazeepoor, the three following Mehals remain without a Mofussil settlement.

Talooka of Cheet Ferozepoor	Rs. 10,002	
Pergunnah Lucknesser	Rs. 20,501	
Ditto Syedpore Bhetree	Rs. 20,724	11.
Should be	Rs. 51,227	11.
	Rs. 50,227	11.

74. The Talooka of Cheet Ferozepoor (otherwise called Burragong) is possessed by a class of Rajpoots, who have always affected and some times evinced, a decree of turbulence bordering on independency, in so much that the Raja's Government, and since that our own, has been satisfied to receive from them a fixed sum without any very accurate knowledge of the real value of their country, which to a sertain would require a local and careful investigation, and after all, I doubt, whether the trouble that might attend it would not exceed any possible resulting advantage. There is indeed a claim against them to the amount of 1,500 Rupees on account of their alleged encroachments on the adjoining Pergunnahs of Curreh and Dehmah, which I hope to be able to decide on before the close of the present year but I have, in the meantime, got from them since 1196 about sixteen hundred Rupees more than they before used to pay, being the amount of a Malikana they had been in the

habit of deducting, but which I, having omitted to insert in the account of the Mujray sent to Government, have not admitted of their receiving credit for during the 2 last years, and this may in fact be esteemed a real increase to their former Jumma, and though not originally so meant by me, it is perhaps the only method, in which any addition could have been made to their Sudder rental to pay which their Mofussil funds have long stood at about Rs. 12,209, 6. 3 from which, deducting their present effective revenue to Government of 10,002 Gowershahee Rupees, and their own Nankar of 1600 Rupees there still remains between 5 and 6 hundred Rupees, out of which, they pay the Collector or Sezawal, who is appointed to receive their revenue which station for these two years past has been filled by Meer Amjed Ali, the neighbouring Amil of Kopa, though since the beginning of the present year 1198 the partners in Cheet separating from those of Ferozepoor have made choice of Ramchund Pundit to pay their future part of the revenue through.

Pergunnah of Lucknesser Rs. 20,501.

75. For a description of this small Pergunnah, which is inhabited by one race of men called Singuers, I beg leave to refer to my address of the 1st of February 1789, to which I have now the pleasure to add, that tho from situation, old habits and frequent precedents, they are calculated to be the most troublesome of all the Company's subjects in Benares, yet their conduct for these two years past, has been most exemplarily peaceable, and I am persuaded that under a mild administration, they will no longer prove refractory.

76. With this view, I shall not attempt to make any Mofussil settlement of their Pergunnah, and there is no fear but they will punctually pay their Sudder revenue, which has since the last year increased upon them to the amount of 1,600 Rupees annually owing to this sum, which they had yearly been in the habit of receiving as a deduction from the aggregate of their fixed Jumma of 20,501, Gowershahee Rupees, having through mistake been in like manner, as in respect to Cheet Ferozepoor omitted to be allowed for in the account of the Mujray which accompanied my letter of the 26th of April 1789 on the settlement for that year. Wherefore as allowing this article, afterwards would have attend the accounts and as I know the funds of their country was amply sufficient to afford it, I prevailed on them towards the end of last year to add this amount to their future payable rental, which they agreed to fixing their Mofussil Jumma in future at Gowershahee Rupees, 22,320 2 9 out of which they pay to Government, through Shunker Pundit (who on that occasion, they chose for their collector) the sum of Rupees 20,501, and allow to him for his charges at the rate of 175 Rupees per month to be defrayed from the surplus of their settlement as aforesaid and from the Tullubana collected in the course of the year, though whether they now

raise any thing, in lieu of their resumed Malikana, I am not certain of but this seems not improbable.

77. The town of Rissera in their country is such a capital mart that from the duties on trade, including the ground rent of the town or mart itself (which in 1194 fetched singly about 5,000 Rupees per annum) they were rich and easy. When therefore the order was issued in 1788 to abolish all Rahdary and gunge duties, they were at first determined to have recourse to their old mode of fighting, to preserve their immunities, but the settled merchants of the place, knowing they must suffer in the conflict, made them agree to submit to the regulations on a promise of enhancing the rates of their ground rent one half or from about 5,000 to about Rs. 7,500, a circumstance which did not come to my knowledge at the time, but which I have since learnt from very good authority.

Pergunnah of Syedpoor Behtree Rs. 20,754 11.

78. This Jumma is only a small proportion of the revenue of the Pergunnah the rest of which to the amount of 54,304 Rupees is held by Baboo Qussan Singh in Jagir, as originally deducted and allowed for in Mr. Hastings's permanent settlement with Raja Mehipnarain. This Jagirdar manages also, and pays the revenue part of the district and as it is so small and making a Mofussil settlement of it would prove an unpleasing interference to Qussan Singh, who is one of the most respectable men in the country, I have not therefore thought it necessary to trouble him on the subject.

79. The remaining and principal part of the circar of Ghazeepoor of 16 Pergunnahs, half of which being on five years leases their Mofussil settlement has accordingly been made from the beginning of 1197 for the four unexpired years, in manner following.

Pergunnah of Beleeah Rs. 1,33,887 5 6.

80. The settlement of this Pergunnah has beed made with great minuteess as the accompanying proceeding marked in the margin will fully show. The principal difficulty in respect to it arose from the disputed claims, among the Zemindars, originating from the former state of this Pergunnah, which was held by hereditary right by a race of Rajas, who were dispossessed like many other landholders by Raja Bulwant Singh, in consequence of which Mr. Hastings granted a Malikana to Bhowayel Deo, their present dispossessed representative. As far however as could be effected the rights of the contending subordinate land holders have been duly attended to, and the remaing claims lie still open to investigation in the Moolky Adawlat, it having been established as a general rule with regard to the present permanent Mofussil settlement that it only

5th June 1790n.

finally decides as to the quantum of Jumma payable by whoever should now or hereafter make out the best judicial title to the tenure of the lands for the rest, the Pergunnah has the good fortune to have in Ram Chund Pundit an excellent Amil, who has already brought its cultivation from a very decayed to a flourishing state.

Pergunnahs of	Behdown	Rs. 21,790	12	6.
	Puchoter	Rs. 63,920	0	0.
	Zehoorabad	Rs. 90,121	4	0.

20th November 16 and 23rd December 1789

81. These three Pergunnahs lie contiguous to each other and are under one Amil, Baboo Roop Singh, the heir of Baboo Jugger Deo Singh, the late Amil, who has made such good use of the very low state to which they were reduced, when let to him in the beginning of 1196 Fussily, that through the means principally of new Ryots who have fled into these districts from the oppressions of the Nabob Vizeer's neighbouring Amil of Azemgurh, he has already brought a great proportion of the follow land into cultivation so as thereby to be able not only to pay the revenue of Government, but to derive a clear surplus profit above his Dehyek of Rupees 14,000 per annum which will of course fall to Government at the end of his lease but to which he is during the period of it in every point of view justly entitled as the reward of laudable industry and exertion.

Chowsah	Rs. 67,302	15.
Zemaneah	Rs. 1,69,487	2-3.

Novr. 1789 5, 7, 9, 11, 14, 15, 16 Feby. March and 2, April 1790.

82. The Mofussil settlement of those Mehals was made by Mr. Neave to much advantage, as their depressed state for many years since Chyte Singh's expulsion would allow of. But to admit of its permanency I was soon after forced to remove the Amil Cossim Beg who from age or indolence had in sundry instances appeared incapable of superintending such large and important concerns in room of whom I have divided these Pergunnahs from each other, chosen two of the best Amils I could find in the country, under whose care I have great hopes that this part of the country will prosper and the large extent of waste land, amounting in Chowsah to more than half of the whole, be brought gradually into cultivation though improvements here cannot be so rapid as in the districts adjoining to the Nabob Vizeer's country because the Ryots who flee from it, finding settlements in the first bordering Pergunnahs proceed of course no further.

83. The currency of Chowsah and Zemaneah used, till of very late years to be in common with thegreater part of the Mehals of this Circar in Tersooly Rupees. But Benares Siccas have recently here superseded them, in consequence of which, the settlement made with the two new Amils have been drawn out in this last standard currency which it wete to be wished might equally find their way into all the other districts.

Pergunnah of Sekunderpoor Rs. 1,02,437. 7. 3.

84. I have had frequent occasion to notice the extreme deserted and waste state in which I found this large Pergunnah, and in my letter of the 26th of April, 1789, I mentioned my having appointed Shunker Pundit its Amil as the best means of restoring it nor have I any reason to doubt of the success, which has hitherto attended his well meant endeavours, from my confidence in which and the very remote situation of the district which did not allow of my circuits extending into it, I trusted to him and the Canungoes to prepare the Mofussil settlement under which and his care, I have a strong confidence that the country will continue to prosper and the waste part of it be gradually brought into a state of cultivation, aided by the advantage, which it in this respect possesses of adjoining to the Vizeers country.

4th June, 1790.

Pergunnah of Shadeeabad Rs. 88,303 1. 9.

85. I have only to observe, with respect this Pergunnah, that the state and Mofussil settlement of it, as well as the Amil's management have been very favourably reported on by Mr. Treves who further mentions that the Amil is sedulously engaged in digging and constructing wells of masonry and in bringing into cultivation that part of the country, which had for many years been jungle, on the terms reported in my letter of the 2nd of October, 1789 and of which your Lordship in Council, approved, under date the 21st of the same month.

86. The above are all the five years settlements of the circar of Ghazeepoor. The remaining Pergunnahs which have been settled on 10 years leases are as under mentioned.

Pergunnah of Dehma	Rs, 7,605 4.
Ditto of Gurrah	Rs. 27,406 2.

87. These two contiguous Pergunnahs were almost entirely waste when I arrived in the country; that of Dehma is still nearly half so and Gurrah is not above one fourth cultivated. The settlement has been made on easy terms, and Ram Chund Pundit who is their Collector will do all in his power to promote their future prosperity. The inhabitants are at least now at ease

and will continue to be so as long as the settlement is not infringed on notwithstanding that towards the close of the first year of the present settlement, they endeavoured to obtain what had been the customary deductions under the head of Choote Maufy, from the amount of their cabooleats, but as the 10 years settlements throughout the country are made upon the principle that the whole cabooleat Jumma must be paid to Government, I of course refused to admit their application, knowing besides that the moderation of the assessment required no such indulgence.

1st September 1790.

88. For the rest, it may be here once for all observed, that this Choote Maufy having been deducted from the estimated amount of the funds for the five years sudder settlements as made in 1196 continuing of course claimable by the subordinate renters from those Amils whose leases are unexpired.

Pergunnah or Hevelee Ghazeepoore Rs. 81,466.11.

89. The settlement of this Pergunnah has been made sufficiently to my satisfaction by Assud Ulla, under the ultimate superintendence of Mr. Neave, and the only difficulties that have arisen in regard to its realization have been in respect to the measurement and some other concerns of the indigo lands, but these have not proved or are likely to become of such moment, as to require by entering into detail in this place concerning them. I shall therefore only add that from the favourable experience, I have had of Assud Ulla's exertions, as Ameen, I have appointed him Amil during his good behaviour for the period of the Decennial Settlement.

Pergunnah of Khanpoor Rs. 30,242.6.

90. The settlement of this Pergunnah has been made in ample detail as the proceedings marked in the margin will show and as the state of it is entirely favourable I need not extend my observations on it.

Gowershahee.

Pergunnah of Khureed Rs. 88,744.11.

91. This Pergunnah has perhaps more than any other in the four circars baffled my endeavours to restore it from the deserted and miserable state in which I found it on my first circuit, in 1788, as noticed in my various letters on the subject and particularly in that under date the 12th of September 1788. The first measures I took were to appoint agents to grant Pattahs to the Ryots at reasonable rates, so as to induce them to undertake the cultivation of the waste lands, which has, I believe, operated to considerable advantage though several attempts have been since made which, I however, uniformly resisted (as will be seen in the proceedings marked in the margin) to encroach upon

the fair meaning of those Pattahs by a strange perversionof language, whereby in the revenue system of Khureed, a year would only be made to signify a crop cultivated in a period of six months by which means the three or four years stipulated in the Ryots Pattahs to bring the rent of what was waste land to its full standard, would be accelerated in half that period, circumstance, which I only notice here, to give an idea to what baneful expedients, the natives are prone to have recourse to against each other to promote the purposes of undue exaction. Besides this, sundry of the Zemindars of Khureed seem to be a restless, untractable set of men, who having been long used to profit by throwing their country into confusion during the season of the collections have not yet learned to feel grateful for a mild Government, and an easy assessment. This spirit of theirs joined to some imprudent management on the part of Deljeet Singh, who had from 1196 taken a lease of their Pergunnah for five years, created such confusion that that Amil was unable to collect the stipulated revenue by within about 11,000 Rupees, notwithstanding which as he was partly in fault himself, and as I know that he had some immunity in his family Talook of Jukhnee (as already noticed in the report of the Circar of Benares) I have made him pay the full revenue to Govt. and having besides dispossessed him the Pergunnah was given in charge in October 1789, to Shunker Pundit, as it adjoins to that of Sikunderpoor and as I had great dependance on Shunker Pundit's love of justice and regularity to bring the country into order. I vested him with authority to prepare a 10 years settlement, which after great difficulty he brought up at a Jumma for the first year somewhat lower than that of 1196, notwithstanding which the Zemindars, exerted towards the close of the year all their endeavours to prevent its realization, but in this by timely exertion, they proved unsuccessful and Shunker Pundit has now returned among them, to endeavour to settle the affairs of the Pergunnah on a secure footing for the future which if he succeed in, or I should be able to effect by proceeding thither myself (which in my last circuit its remote situation prevented) I shall then consider the 10 years proposed settlement as confirmed but from the doubts I have hitherto entertained concerning it, the Pattahs have not yet been delivered to the Zemindars, which is the only instance of the kind in the whole settlement.

Pergunnah of Kopacheet Rs. 67,433-3-3.

92. The settlement of this Pergunnah which was made on a five years lease from 1196 appearing to have been some what over rated it was understood with the Amil, Meer Amjud Ali, that for the ensuing years of the lease, he should only be bound to pay according to the terms of what should turn out to be the Mofussil Jaydaad, or funds; the Mofussil settlement of which, being thus left open to whatever period of extention might be deemed proper, I deputed Mr. Treves to make it for 10 years, and that Gentleman has accord-

ingly executed the trust to sufficient advantage, and in the end, the Amil requested to be allowed as to his Sudder payable Jumma, to adhere to the terms of his five years settlement, during the four which remained to expire of it, and for the subsequent six years he will be on the common footing of all collecting Amils receiving his centage and half of the former Bhuray, being that moiety of this old revenue charge (as explained in my letter of the 26th of April 1789) which the Amils pay to the bankers, through whom, all or most of their revenue is made good into the treasury.

16, Decr. 1789
13th Jany. 22,
Jany. & 23d.
Feby. 1790.

93. The rate of this half Bhuray is allowed to the Amils and deducted from the gross funds at 1½ per cent from those districts which pay in Benares sicca Rupees, and at one Rupee two annas per cent, where the payments are in Gowershahees, this latter distinction affecting the major part of the Pergunnahs of this Circar Vizt. Belua Khereed, Gurra Dehna (Bedawn) Puchoter, Zehoorabad, Sekunderpoor, Kopacheet and Mohammedabad, in all which districts it has been long customary for the Amils, to enter with the Raja or Government into Cabooleats for Gowershahee Rupees which are however become for the most part only a nominal medium between Tersoolies, and Siccas, for there are now but very few Gowershahees left in the country, their circulation appearing to be confined to the Pergunnahs, of Khereed and those of Gurra and Dehma, the currency in the other 7 Pergunnahs above enumerates being in Tersoolies, as well as in Cheet Ferozepoor and Lucknesser whilst in all the remaining Pergunnahs of this Sircar namely; Ghazeepoor, Chowsah, Zemaneah, Khanpoor and Kundeh, Siccas constitute the internal currency. The calculated difference established by custom in revenue accounts in respect to Tersoolies and Gowershahee Rupees is Rs. 4 As. 12 per cent, between the former and the latter and Rs. 4 As. 8 more per cent to make Gowershahees equal to Siccas. Thus the difference between Tersoolees and Sicca is, according to this calculation Rs. 9 and As. 12 per cent but although this be the standard in settlement estimates, at the treasury the Tersoolee and Gowershahee Rupees which are in fact hardly ever paid into the Company's or even the Raja's Moolky treasury sell at various rates in the bazar and even when rarely siccas were paid into the treasury, in discharge of a Tersooly Jumma(such as was the lately abolished Chunam Mehal) Government only allowed 7 per cent, for the difference between these siccas and Tersoolees, and when the Amil chooses to pay in Tersoolee coin, it is sold in the Bazar at the current market rate or price of the day which sometimes goes as high as 11 per cent whilst the best kinds of this coin will occasionally sell from 6 to 7. But these variations can only affect the Ryots Mofussil payments whenever the village Zemindars and farmers engagements are not in the same standard, as the local currency, which they are in all the districts

of this Circar, excepting Sekunderpoor and Beleeah, in which the payments are stipulated to be made in Gowershahees, whilst the currency is Tersooly.

Pergunnah of Kurindah Rs. 48,112-9-3.

94. In this Mehal, Siccas have obtained currency to the exclusion of Tersoolies. These Zemindars were at first found by Mr. Neave to be all obstinately bent on an open or Danabundy settlement, that is, of paying according to the estimated quantity of crop a desire in them which Mr. Neave attributed to this mode affording them greater scope to cheating the Amil and Government, by the expedients habitual to them of fraudulently making away with part of the Larvest before an equal division of crop can be effected between them and Government at length however, he prevailed on a considerable number of them, to enter into 10 years engagements, joining with several of them in their Cabooleats, for greater security, certain agents under the name of Serburakars or Managers, whom they themselves chose to conduct their business. Which expedient, as Mr. Neave had found necessary, I acquieseed in, under the condition that the Zemindars responsibility remained thereby undiminished, and that they might whenever they pleased dismiss these agents

4th July 29th Aug. 28th Novr. 1st, 12th & 13th December 16th Dec. 1789. 9th 11th 13th & 15th Jany. 7th Feby. 1790.

Tersoolies.

Pergunnah of Mohammedabad Rs. 1,29,373-1-6.

95. This is an extensive district but, as reported by Mr. Neave (who with great care made the settlement of it) continues very defective in point of population and consequently all the lands cannot at present be cultivated, yet the Jumma has not fallen below what may be considered as its standard, and exceeds to Government by a thousand Rupees, its amount of last year, The Muafy, or free land, is excessive as per account thereof, accompanying the settlement, on which subject Mr. Neave has suggested some rules for enquiring into, and deciding on the rights of the parties, but this is a subject considered in respect to the country in general, of such magnitude and consequence, that it will not only require mature consideration, but a separate address, wherefore all that I shall here observe on the subject is, that by a publication issued in May 1789 and the prohibiting clauses in the Zemindars and farmers cabooleats issued on occasion of the present settlement, I have taken and am using all the means in my power to prevent this great and dangerous abuse from making further progress.

96. I next proceed to the Circar of Jaunpoor, in which, no Mofussil settlement has been made, of the two following small Talookas.

Talooka of Ahmedpoor	Rs. 3,446-6-6.
Ditto of Dewrooah	Rs. 16,568-7-3.

97. I have not interferred in the settlement of these Talooks for the same reason as already explained, under the similar heads in the preceding Circars. The Talookdar of Ahmedpoor is Fuzl Ali Khan, and Sheo Sern Singh (the brother of Ranny Bishen Kooer, one of the widows of Raja Bulwant Singh) Dowrooah under an Estimrary Pattah from the Raja and Mr. Fowke at a Sudder Jumma of 10,500 Rupees in view to the profit arising to him from which favour in the settlement I have not allowed of the Choote Muafy deduction of Rupees 298 annas 13 which in the settlement of 1197 was deducted in the charges for collection.

98. Exclusive of the above small division all the circar of Jaunpoor has been settled under my own immediate superintendence, with the exception of the single district of Rola Asla for periods of four and ten years according, as the previous existing engagements admitted. Those for four years being as follows:

Pergunnah Hevelee Jaunpoor	Rs. 1,46,887	15	9
Ditto of Angoolee	Rs. 85,636	10	9
Ditto of Rarry including the Talooka of Budlapoor	Rs. 74,275	11	0
Ditto of Zufferabad	Rs. 16,725	5	9
Talooka of Singramow	Rs. 21,706	8	3
Ditto of Kureeat Dost	Rs. 8,898	3	0
Talooka of Kureeat Medha or Merha	Rs. 10,413	12	0
Total	Rs. 13,64544	2	0

99. These Mehals have for many years past been held under one engagement the probable reasons for which I have already noticed in my former address to Government under date the 26th of April, 1789 on which I had occasion to mention the troublesome state of those parts of them, bordering on the Vizeer's country, particularly in respect to the two large Talooks of Budlapoor and Singramow, concerning which, I have now however, the pleasure to add, that uncommon quiet has prevailed there throughout the last year and

that I found these Talooks in particular, in a forward, state of cultivation as indeed in general, all this division of the country the settlement made in which is, I have reason to hope, a solid and good one, and as I have already made mention of it in my letter from Gurwara of the 26th of December last, I shall only here further observe that being well satisfied with the Amil Sheo Laul Dobeh's conduct, I have in pursuance of the authority vested in me to that effect, by your Lordship's Resolutions of the 21st of October 1789 given him a written assurance that he shall be continued as Collector for the six remaining years, of the period of the Decennial Settlement, that will remain to elapse after the expiration of his present five years lease, he paying from the commencement of that extended period, the full amount of the Jaydaad or ascertained funds of the country, as receivable by him from the village Zemindars and farmers and from the cucha lands with the usual deduction for charges of collection of 10 per cent, and of the half Buray as now allowed to the Amils on 10 years leases.

100. This Jaydaad or revenue produce will at the end of the four years which remain to expire of his Lease, amount according to the last years aggregate of the settlement, to Benares Sicca Rupees 3,68,187-1-6 (including 2,610-7-0 of free villages or Mujray and Rs. 4,325. 5 for those assigned to the Canungoes) provided, that the Pattahs granted for the Mofussil settlement to that amount remain all permanent, in which case, as far as the revenue of each Pattah holders shall continue to be regularly paid, in conformity there to, I submit as my opinion that no alteration in these Pattahs should either in this district, or any other throughout the country be allowed of or any further enquiry or scrutiny be admitted, to be then or hereafter made by the Raja, or whoever may at that time have charge of the country, into the profits real or supposed of these Pattahs holders for the evils resulting from such renewed investigations and settlements have been too often rendered evident within our own experience to require any arguments in this place in proof of them and since by the present settlement a sufficient provision has been made for the Government's revenue, according to the original stipulations made by Mr. Hastings with the present Raja, and as the latter's possessions in his Jagirs are amply sufficient fund for his honourable support, independent of any surplus profits which he or his dependants might wish to derive from racking the country, there can surely under such circumstances be no just cause for enhancing or making innovations in respect to the revenue on these landholders, or village farmers, who have now entered into certain engagements for the payment of it.

101. I may here subjoin as applicable to this district, that there are in it eleven villages or Talooks held by Musselmans on ancient Jagir tenure, which pay only a small quit rent to Government, to the amount on the whole of 3,735 Rupees 10 As. 6 Ps. by way of Mocurrary revenue, and as these persons

thought that receiving Pattahs and entering into formal cabooleats might affect their ancient rights, I did not require any new engagements from them.

Talooka of Bursutty Rs. 78,035-0-6; part of the Pergunnah of Muruahoo, but under a separate Amil Ram Dutt who has agreed to adhere to the tenures of his five years engagements, although the ascertained funds by the Mofussil settlement are not altogether proportionably equivalent thereto.

Pergunnah of Mureeahoo Rs. 1,92,457 12 6.

103. This is a very extensive Pergunnah. But many of the Zemindars have been so long out of possession that their descendants have become incapable through lapse of time of reinstatement, in so much that only about one half of the Pergunnah is settled with them the rest being farmed and cutcha in this Pergunnah, I have allowed two Zemindars to pay their revenue directly to the Moolky treasury in consequence of the Amil Deljeet Singh (of whom I entertain no very favourable opinion) having in the instance of one of them (Dil Thummen Singh) shewn a desire unnecessarily to molest and distress him and in the other case of Praun Singh having actually made from this last mentioned Zemindar a small undue exaction. Which circumstances, I here mention exemplification of the rule I had laid down for cases of this kind, as already intimated under the head of Bealsee in the circar of Benares, nor is there any fear but these two Zemindars, will duly pay their revenue according to their Pattahs which affords however only partial encouragement to the adoption of the measure in general and against it I may here notice that in the instance of a zemindar in Zehoorabad who was in like manner allowed to pay his revenue independant of the Amil of the district, he fell short in his payments by the end of the year, inso much that I was obliged to replace him under the local Collectorship.

Pergunnah of Ghisooah. Rs. 74,683,7,9.

104. The Jumma of this Mehal for the five year's settlement having turned out considerably higher than the subsequently ascertained state of the funds from the Mofussil settlement could afford, after deducting 10 per cent. for the charges of collection I endeavoured to prevail on the Amil of the neighbouring Pergunnah to take charge of the collection at the reduced allowance of 5 per cent. which would have rendered the original estimated amount of the five years Jumma receivable entire, by Government but to this proposal, that officer would by no means consent, pleading the insufficiency of the proposed allowance wherefore having no reason to find fault with the Amil of the five years settlement the fault or error laying in my having too highly enhanced the five year's Jumma, I have continued him as Collector of the new Mofussil settlement on condition of his paying according to the ascertained state of the funds by which a small deduction will be occasioned in the aggregate Jumma of the five year's settlement.

Thuppeh of Pessarah (part of the Pergunnah of Kerakut) Rs. 32,965/5/9.

Talooka of Seremoo (part of the Pergunnah of Jaunpoor proper)	Rs. 16,946/14

105. The Talook of Seremoo suffered greatly in 1195 in a manner which has already been reported to the Board. But both that and Pessarah have been since improving and the Mofussil settlement has been made on fully as favourable terms as the state of the cultivation could admit of and although its amount be not fully proportionable to the terms of the five years Sudder Settlement, Baboo Juggut Singh, who is the Amil will not on that account prefer any plea to Government and is, I believe, in every respect sincerely disposed to promote the prosperity of these small districts.

106. The above comprehended all the four years Mofussil settlements of this Circar the remaining districts of which have been settled for 10 years as under stated.

Bukhsheeat and Shahgunge Rs. 29,697/8/6 of which the Bukhsheeat amounts to Rs. 20,738/10 and Shahgunge (which is a dependency thereof though now under a separate Collector) to 8,958/14/6. Both these sums including (in like manner with all those of the Mofussil settlements which are the aggregates specified in this address) the villages assigned to the Canungoes for their maintenance and also which being held free by different individuals the Amil is under the head of Mujray allowed credit for a circumstance that will be further explained before the conclusion of this address.

107. These Bukhsheeat villages, which formed, for the most part, constituent shares of the Pergunnah of Azemghur, and of others still under the Dominion of the Nabob Vizeer, derive their denomination, from their produce having formerly been assigned for the maintenance of the garrison of Jaunpoor. There are in them four Jagirdars paying a quit rent, under the name of Paishkush, to the amount of Rs. 4881/5/6 in like manner, as those already mentioned, under the head of Jaunpoor and this sum when even joined to the total of the same kind of tenure, specified under that head, appeared to me much too small to render advisable any scrutiny into the rights of these Jagirdars, who have at least in their favour, the title of ancient precedent.

108. The rest of this district or collection of village has been settled to considerable advantage and unless it be the disturbances occasionally existed in some parts thereof by their vicinity to the Nabob Vizeer's country, it has, I flatter myself, a prospect of enjoying peace and prosperity in time to come.

Talooka of Bhaisdeerage in the Tuppeh of Guzara and Pergunnah of Kerakut...... Rs. 10,647/-/-.

109. The villages of this Talooka were many years held by Alep Singh when servant to the Rajas Bulwant Singh and Cheyte Singh. Alep Singh died in the time of Cheyte Singh, and was succeeded in office and in the present Talooka by his son Bishen Dutt Singh, who fled with that Raja on his expulsion, and remained for several years in exile during which these lands, which his family had held the management of, for upwards of forty years, fell into different hands, till the Fussily year 1192, when the Naib reinstated Mencoo Singh, one of the sons of Alep Singh, who in 1196, entered into five years engagements, and dying in the course of the same year, has been succeeded by his brother Bishen Dutt, whose family, possess also a Zemindary title to a few of the villages composing this Talooka, part of which, they held formerly in Jagir, and paid revenue for the rest, as they now do for the whole on a 10 years settlement, at a very full assessment attested as such on the Oaths of the Canungoes, and on the opinion of the Raja's own Cutchery officers, notwithstanding which, as from the present year, these Mofussil funds are quite unequal to the 3 remaining of the 5 years settlement. I have in like manner and for the same reasons, as assigned with regard to Ghessooah agreed to take the revenue, as ascertained by the new Mofussil settlement, which will make a difference of between 1 and 2 thousand Rupees, from the proposed 5 years settlement.

Tuppeh of Doobee or Chundwack a part of the Pergunnah of Kerakut	27,401 0 0.

110. The Jumma of this district is equal to what it ever was, and my making a ten years settlement of it, was professedly by way of experiment, to observe what effect the measure would produce towards inducing the landholders (a race of very wild Rajepoots) to live in peace with each other, and with Government, a tenor of life which they had been hitherto very little used to and I have the pleasure to mention that this trial has, for the first year, succeeded equally to my own most sanguine expectations, at the expense indeed of keeping a native Collector among them as much to deter them from quarrelling with each other, as to realize the revenue, which they have hitherto paid with sufficient punctuality.

Talooka of Gopalapoor Rs. 57,975,8,0.

111. This Talooka has been settled on a minute investigation of the Putwarie's accounts, which is descending as low as possible towards, ascertaining by accounts the real value of a country with certainty, but it is a detail, which if it had been entered into with regard to every Pergunnah, the settlement which has been made would certainly have taken up as many years, as it has months to get through.

Pergunnah of Gurwae Rs. 113,454,1,3.

112. The settlement of this Pergunnah was made with considerable difficulty, not because it was difficult to provide for the Jumma of Government but from the turbulent and refractory disposition of the principal Zemindars, who have, three or four of them in that Pergunnah been long used to live in a state of wild independence having each of them a fort, (one of which in my present circuit I peaceably threw down) and being bred up in notions which tempt them to indulge vain ideas of independency, which their holding lands at the same time, on this and the Nobob's side of the borders encourage them still further to cherish. These men have often been in arms against Raja Bulwant Singh, and they remarkably distinguished themselves against us in the same way, on the occasion of Chyte Singh's disturbances, as will be seen detailed in the proceedings marked in the margin. Notwithstanding these unfavourable circumstances, I have reason to flatter myself with having been able to make a good settlement with these Zemindars (whose good opinion, I hope, I have also conciliated) for 10 years, and their Amil being a man of an excellent disposition, the affairs of the Pergunnah must now, with a common degree of attention, continue to prosper, though I must confess that the principal of these Zemindars, Ruttun Saine Roy is still accused with, I fear too great probability of being a great harbourer of thieves, which as he holds lands in both the Nabob's and our country, he cannot without great difficulty be prevented from nor in truth, as he is an old man, and habituated to Zemindary local prejudices, will any thing but his death or expulsion, prove an effectual bar to.

113. A part of the Jumma of this Pergunnah is raised by the Amils. Profit on the sale of the Mudoshee Pucka pice, in which he receives the revenue, at the rate of 17 Taccas, or 34 of these pice for a Rupee, the supposed revenue currency of this district being in Alla Siccas computed (for this is merely an imaginary coin) to be equal to 17 of these Taccas or Tungahs, which the Amil sells out again at the rate of about 15½ per Benares Sicca Rupees, making thereby a profit of more than 9 per cent, which he accounts for to Government.

Tuppeh Guzara Rs. 17,073/9/9.

114. This Mehal, I have already had occasion to mention as being joined with Pundra, and the Dehat Mutfurkat to Bhoilee, of which Sheo Laul Dobeh has for two years past had the management, for the purposes mentioned in my address of the 26th April, 1789 but as the debt to him is now very nearly paid off I have, from the beginning of 1198 taken from him this concern of Bhoilee to enable me to restore it to Baboo Purtaub Singh the head of one of the collateral branches of the Raja's family, who having just before my first arrival in this country, had Kulb Ali Beg appointed as his security, and manager became involved by his own, and his brother's imprudences, joined

to that Amil's subsequent failure, and Sheo Laul Dobeh having, as a condition of his paying up Mehals, Purtaub Singh and his family have since remained in the greatest distress, which being willing to avail myself of the earliest opportunity to relieve them from and well knowing that they could place no dependence on any bounty from their relation the Raja (who has, on the contrary, the misfortune to hate all his kin), I have named Baboo Purtaub Singh Amil of Bhoilee, he having previously made choice of Baboo Juggut Singh, as his security, with whom he has nevertheless since differed. But as I was by no means a party, or in any wise instrumental to his choice of the said Juggut and as I cannot rely, for the due payment of the revenue on Purtaub Singh, I intend therefore seeing how volatile and unsteady has been his conduct, to maintain Juggut Singh in his securityship, at least, till the end of the present year when whatever is saved from the Dehyek or established allowance for charges of collection shall be applied towards the maintenance of Purtaub Singh and his family. It may be added that, in no other instance, in the country have I asked security from any Amil, but as appointing Purtaub Singh to such a station, was an act of charity, and not of choice, I thought myself obliged thus to provide against the accidents that might flow from his poverty or otherwise.

Pergunnah of Kola Asla Rs. 91,361/9/-

115. The settlement of this Pergunnah was made by Mr. Neave, and amounts in its gross funds, to nearly the same sum as in the last year of Chyte Singh's management. It is held by the family of the late Ajayb Singh who died Naib of this country, and was brother to the present Raja's grand mother. During his Naibship Ajaib Singh procured an Estimarary Pattah from the Raja, and Mr. Fowke in the name of his eldest son Sheopurson Singh, to hold this Pergunnah as a Zemindary right, at the fixed rent of 72,700 Rs. allowing him also, from the surplus produce a Jagir of 10,000 Rs. of which 5,200 was is continuation of an old grant and 4,800 in additional bounty allowing for which deduction the general funds of the Pergunnah as fixed by Mr. Neave's settlement will just about pay the fixed revenue, and defray the usual Dheyek and Buray charges of collection.

Pergunnah of Mongra	Rs. 75,545/13/--
Salt Mehal of Ditto	Rs. 27,001/--

116. With the Zemindars of this Pergunnah who are a very numerous body, all descended from one common ancester, I have concluded a 10 years settlement on terms of some advantage to Government, beyond the Jumma of last year and besides that I have, I believe, been able to obviate the causes of intestine dissensions about their respective shares in the landed property, as noticed in my proceedings on the settlement of 1196.

117. The salt Mehal of this Pergunnah is an entirely separate and distinct concern, leased out to Sheo Laul Dobeh, from 1196 at 18,000 Rs. per annum for five years being rather a higher Jumma than it ever before yielded, and in consideration of my having deprived him of Bhoilee, I have extended his lease of this salt Mehal to five years beyond the first period of it, at a stipulated increase of 1,500, Rs. annually, for the four first years and of 1000, Rs. for the last, thereby raising the Jumma to 25,000 Rs. per anuum.

118. The salt manufactured at Mongrah, and the other district in this Circar, such as Gurwara, Rary, Singramow, Zuffarabad (the revenue produce of which last district, is derived almost entirely from this article) Gopalapoor, and some other places may amount in quantity from 60 to 70,000 maunds, of which, Mongrah alone yields 40,000 maunds. This salt is called Beheha and sells, the first kind it 2 Rs. per maund, the second at from 1 Rs. 8 As. to 1 Rs. 4 As. and the third and worst kind at Rupee per maund. The first sort only is consumed in the districts of Jaunpoor, and Benares but hardly any of the second and third sorts are thought good enough to be used for food by the natives of this Zemindary, but is exported into the country of the Nabob Vizeer.

119. There remains next to be mentioned the lands possessed by the Company in the Circar of Burhar, consisting principally of the one large Pergunnah of Kuntit, which on my arrival here, was rented to one Amil, who being very inadequate to so extention a charge, the country was going fast to ruin under him, I therefore divided it in the settlement of 1196 into five separate Amilships, on five years leases ; according to the four Tuppehs, or subdivisions of which it consists. In this the new Amils made for the first year, their own settlements, but for the subsequent years they have been made, under my own inspection, the result of which is here stated as follows.

Tuppeh of Chehanovy	Rs. 100572/14/0.

120. The Amil of this Mehal is Raja Ram Gholaum, who as heir to Raja Govind Jeet, the former dispossessed Raja or Lord Paramount of all Kuntit, obtained from Mr. Hastings, at the time of the new settlement that followed the expulsion of Raja Chyet Singh, a Jagir, or Malikana to be estimated value of 37500 Rs. Six per for which villages have been assigned to him in this Tuppeh of Chehanovy, leaving 63,072/13/6 as its available revenue resources, yet as the amount of this Jagir, is annually deducted in favour of Raja Mehipnarain, out of the forty lacs per annum, which constitutes the amount of his settlement with Government, its funds of course stand always included in the accounts of the Moffussil settlement, which is not the case with the Raja's own or Baboo Ousan Singh's Jagirs, which were deducted, and set aside from the Mofussil funds. At the period of the original formation of

Raja Mehipnarain's permanent settlement, a circumstance which I here notice, as useful to be attended to in respect to the different modes wherein the accounts of Benares may be drawn up, whence, without attending to these and other similar distinctions, erroneous result may very easily be drawn.

121. In other respects, in having given the revenue charge of this Tuppeh to Raja Ram Gholaum, the peace and happiness of a very wild and hilly tract of Country has been effectually attended to for the natives of it still look up to that Raja as their natural head, and he treats them accordingly, and could I without too much exciting Raja Mehipnarain's jealousy, have placed the whole Pergunnah of Kuntit, under the same management it would I have reason to think, have proved a very successful measure, and tended greatly to preserve the peaceable administration of part of the county comparatively uncivilized, more especially the two Tuppehs, which fall next in order to be mentioned:

Tuppeh of Chowrassy Rs. 90,861/3/-.

122. This Tuppeh is rented by Baboo Roop Singh, and the settlement of it has been made to as much advantags as the nature of its local circumstances would admit. Many of the villages are held by Brahmins, in virtue of hereditary and mortgaged right, and the ignorance and obstinacy of some of them would nearly exceed belief, had these quantities not been too frequently exemplified in their old habits of resisting Government, and revenging their own intestine quarrels, by killing and burning their own females, as has not unfrequently happened before my arrival, and since that period, in the instances of Beechuk and Adher and others as already fully reported to Government. Indeed, these extremities resorted to by the Brahmins although more prevalent and violent in this part of the country than in others may be nevertheless be truly said to have been, time out of mind reduced into a system throughout the Benares Zemindary, by which they maintain themselves in a great degree above law and Government and go about provided with poison, razors, or some other means of destruction, such as fasting which they are ever ready to have recourse to which any coercive authority is attempted to be exercised over them; and although this evil be I hope, diminishing, yet it is so deeply rooted in the habits of the Brahmins, and operates so powerfully on the revenue, which all the other classes of the people entertain for this secret order, that no length of time can be estimated for its total extinction, and whoever administers the affairs of this country must, in many instances in some degree, give way to and respect this general prejudice, which is said by the natives to be here much more prevalent than in any other part of India.

Tuppeh of Ouprowdh Rs. 45,278/10/-.

123. This mehal was rented, for five years to Baboo Ram Jeeawun Singh and the Mofussil settlement thereof for the four remaining years of his lease, was prepared by him, and completed under my inspection. But before the close of the year I was obliged from his inattention to my orders, and some further irregularities of which he was guilty, to remove him and in his room I have appointed Baboo Ousan Singh (in the name of his chief agent Russick Dass) who is certainly one of the best informed Amils in the country, with perhaps too great a degree of prepossession towards the old system prevalent, when he held the management of the whole country under Chyte Singh to open or betray collections, that is, to take the value of the produce from the Ryots according to the harvests, without receiving it in fixed money stipulation through the village Zemindars. However I have no doubt, but he will under my injunctions duly respect and collect, according to the Pattahs, which have been granted and there is no man more capable of encouraging the Ryots to bring into cultivation that part of the district which remains waste.

Tuppeh of Kone Rs. 39,628/11/6

124. Of this Tuppeh, as a settlement of only one year, was made in 1196 with Baboo Deleep Singh the Raja's manager for Budhoee to which this district adjoins, I extended the Mofussil settlement of it, in 1197 to 10 years, on which footing Baboo Deleep Singh, continues as collecting Amil and this Tuppeh which is separated, from the hilly part of the rest of the Pergunnah, is a much more regular department than their neighbours in the hills.

Talooka of Suktesghur Rs. 15,580/8/--

125. This is also a dependency of Kuntit. It is a very hilly, woody and unproductive district, and although under a five years settlement, in which the Amil has hitherto been a loser, the Mofussil settlement has with his consent, been extended to 10 years without alteration as to the Sudder Jumma for the period of his engagement.

126. Besides all the lands above described, there are few villages from the country at large, which are called the Dehat Huzoor Tehseel, as paying their revenue directly to the Moolky treasury, the Jumma of which small portion amounted in 1197 to only Rs. 12,030/9/6, forming, with the above sums and the Gurwara Batta (as per account particulars No. 5) a gross Mofussil rental of Rs. 42,59,369/10/9 in which the Canungoes accounts have (as I calculated) fallen Rs. 78,43/15/3 short of the real value of the country, as to its present or rather last years revenue funds which may therefore be stated at Rupees 42,67,213/10/-.

127. I have thus specified all the districts, composing the Zemindary of Benares, except the Pergunnahs of Kera and Mungrore, which properly make

part of the Subah of Bihar, but long been annexed to the Zemindary and were, by Mr. Hastings in 1784, added to the Raja's Jagirs, in the manner specified, in the address of the 26th of April 1789, which, although beneficial to the Raja, has operated severely to the prejudice of that branch of his family, represented by Baboo Pertaub Singh, whose father Muniar Singh and his relations had always remained in possession of the management of these districts, till the period of their becoming a Jagir to the present Raja.

128. At the close of this enumeration relative to the present state of the revenue of Benaress. I beg leave to present the Board with general summary or estimate in the paper (No. 6) comprehending the names of each district, the number of Zemindars in and out of possession and of the Beeghas, in and out of cultivation, with the general money rates of revenue and produce of the soil in each comprehending also the quantity of free land, the population, the forts and rivers, the gross and net revenue to Government, and the principal articles of manufacture and trade and the gross quantity of grain produced, on which last, the population has been estimated, in respect to which, and the general accuracy of this summary state of the country, every indulgence will, I am persuaded, be made as far as regards those articles in it, which can only be founded on, little more than opinion, and reasonable deduction, from which the following are principal results, as they are calculated to have stood, in the Fussily year 1197.

Population Souls			29,11,556
Gross revenue funds		Rs.	42,67,213/80/-
Jagirs	Ditto	Rs.	4,40,426/13/--
	Total	Rs.	47,07,540/7/--
Zemindars in possession			3,204/-
Out of possession			2,531/-
Beeghas in cultivation			27,13,461/-
Beeghas out of cultivation			6,64,693/11/-

Rates of revenue, from 2 annas to 20 Rs.

Total of Jagirs in the country.

Ist. As above. Rs. 4,40,126/13

2nd. Included in and deducted from the above gross revenue funds.

Raja Ram Gholaum Singh in Chehanovy, Ajayb Singh's in Kola Asla, Cantoo Baboo, and Sheriut Ulla Khan's in Beluah and Khereed, Raja Adel Sah's and Abdhoo Singh's in Burhur. Bejehghur and Jubiajes in Chowsah with others mentioned in the account No. 7

Rs. 85,879/8/6

Total of Jagir Rs. 526,206/6/6

Gross revenue funds of the custom for (Fussily) 1197 Rs. 50,1118/1/9

Ditto of the lands as above, including the Jagir 47,07,540/7/-

Ditto of Kishnarpun lands and charity paid from the Mofussil Rs. 200,000/-

Tatal annual produce that the Province seems at present capable of yielding Rs. 54,08,658/2/4

129. The particulars of the free lands under the last head, as valued at two lacks are as follows :

Free lands under the head of Kishnarpun

Villages 1,138½ (measurement unknown)

Ready money Rs. 11,291 exclusive of the 2 last articles.

130. This is rather more than my letter of the 26th of April 1789 noticed it to be from the accounts since obtained being fuller but yet, I cannot estimate all this Kishnarpun, or charity Articles at about two lacks, so that the real value of land produce of Benares, cannot, I think for 1197 (be exclusive of the Customs) computed at higher than from forty nine to fifty lacks of rupees nor (as I have increasing reason to believe) did it ever stand as to the amount actually realized, at a medium much higher, for I have been furnished with statements of the former rental in Raja Chyte Singh's time, from Bukshy Sedanund and Baboo Ousan Singh, and have even found certain old accounts of that period, all which shew that the revenue assessment of the country at large (as we now possess it) did not exceed in 1177, 44,39,326 and for 1183, I have seen 2 accounts the one furnished by Ousan Singh, stating the said Jumma at Rs. 49,07,050/7/6 and the other an original old account found by accident, wherein it is only made to amount to 47,96,664/5/- which last account is in the hand writing of Sook Laul, a Mohrir now living, who eclares it is accurate.

131. As this question does not however immediately regard me, I shall no longer detain the Board concerning it but proceed to some necessary details concerning the settlement of 1197, beginning with the following short figured statement of the increase and decrease thereon, from that of last year or of 1196.

Total Sudder of Government's rental for 1197 Fussily as estimated in 1186, and reported under date the 26th of April 1789 was Rs. 36,48,036/7/- additions made thereto in the course of that year, as noticed in my letter of the 2nd October 1789. Rs. 576/8/6

Total Rs. 36,48,612/15/6

Of which found to be, without adequate funds in the Mofussil ascertainment of the Jumma for 1196 viz.

In the Mehals that had been let for 5 years.	Rs.	23,799/7/9
In the rest of the country	,,	25,762/2/-
Total	Rs.	49,565/9/9

Deduct surplus or increase of funds asscertained in that part of the country not under the 5 years leases	Rs.	26,392/1/3
Surplus of decrease	,,	23,173/8/6
Remains settlement or 1197	,,	36,25,439/7/-

132. To shew, how the above aggregate of Rs. 36,25,439/7/- is payable to Government from the Mofussil funds, the following abstract is inserted.

Total of the funds ascertained, according to the Mofussil and Canungoes accounts of the settlement for four and ten years (exclusive of the Raja's and other Jagirs not usually included in the settlement) as per account settlement for 1197 in the Voucher (No. 3)	Rs.	42,59,369/10/9	
Deduct Canungoes Nancar	,,	43,671/4/9	
Jagirs of Raja Ram Gholaum	,,	47,500/4/-	
and of Ajayb Singh's family	,,		91,71/5/-
Remains			41,68,198/5/9

Deduct Choote Muafy incorporated in the 4 years settlement 44,526/13/-

Remains 41,23,671/8/9

Add on account of Jumma given up in part of the Cucha lands of Mohammedabad and Bealsee, after the first making up of the aggregate thereupon which were fixed the Amils allowances Rs. 50/-

Total of Mofussil funds.

Rs, 41,23,721/8/9

Deduct Dehyek or allowance under this head to the Amils as per voucher (No. 9) though not entirely amounting to 10 per cent (as the term imports).

Rupees 3,78,101/15/3

Bhuray 50,419/12/6

Total 4,28,521/11/9

Remains 36,95,199/13/-

Deduct Amil's profit on the 5 years leases Rs. 71,762/9/-

Ditto Ditto their less ,, 27,038/11/- 44,723/5/9

Remains 36,50,475/7/3

Deduct further on account of the debt owing to

Sheo Laul Dobeh Rs. 44,239/2/9

Remains 36,06,237/4/9

Add the revenue of the Chunam Mehal, Rs. 19,190/8/6

Add amount separately received from Chunduck not brought to credit in the Mofussil accounts Rs. /11/10

Gross Sudder Jumma of 1197 ,, 36,25,439/7/-

Deduct the amount of Sudder Mujray as per voucher

(No. 10, 11) ,, 63,401/7/-

Net Sudder settlement for 1197 (as per voucher No. 12 Rs. 35,62.038/-

133. This Jumma has been fully realized (as per voucher No. 12-A) as well as a further amount on account of sundries including Tulbana, or collections made by the peons, whom the Amils are obliged to send to demand and enforce payment of the revenue on consideration of which subject, as on one side, I saw the danger of abolishing or prohibiting this remaining article of exaction, since the village Zemindars and farmers would thereon have no sufficiently powerful remaining stimulant to render them regular in their payments, and as on the other the Amils privilege of levying this payment thro their peons, was liable from motives of promoting their own private interests to great abuse, I thought the safest medium I could under such circumstances adopt was to cause the Amils to enter into engagements to pay the amount of their profits from this article to Government in consequence of which, it has become a head, in the general accounts of receipts and disbursements of the Moolky treasury for 1197 the particulars of the principal entries in which, it now remains for me to report.

134. The Dr. side of this account (as per voucher No. 13) contains the following heads:

1st. Amount of the settlement for the land revenue, as deducted from the preceding acount, in Sicca, Gowhershahee and Tersoolee Rs. 36,25,439/7/-

2nd. Customs realized after defraying the establishment.

As per 1196	Rs. 4,01,700/-/3
Increase 1197	Rs. 70,167/11/3
Decrease in 1197	Rs. 9,449/3/9
Effective realization	Rs. 4,62,418/7/6
Total of Mal and permit	Rs. 40,87,857/14/6

Sundries.

Tulbana—Net amount thereof realized as per account particulars in the voucher (No. 13) Rs. 9,627/9/-

Other articles as per the said account Rs. 1,850/9/6 11,478/2/6

Total 40,99,336/1/-

Deduct Sudder Mujray as per particulars above referred to Rs. 63,401/7/-

Ultimate amount of realized settlement for 1197 Rs. 40,35,934/10/-

Which last total has been expended or disbursed as follows:—

1st. In payment of the Company's Jumma in all Rs. 40,00,000/-

Deduct annual remissions as per account accompanying Bhadoon Toujee Rs. 1,26,063/7/6

Remains rental actually paid into the Company's treasury Rs. 38,73,937/8/6

2nd. Sudder Rozanadar's allowances including those to Behadur Ali as last year Rs. 35,349/13/-

3rd. Ameen's charges (being more than last year) as incident to the formation of the Permanent Settlement Rs. 6,695/1/-

4th. Dewany Moolky Adawlat also more than last year on account of an increase, which I was obliged to admit in the establishment thereof as per extract of my proceedings under date the 10th June, 1790 in the voucher (No. 14). Rs. 16,122/-

5th. Foujdary Moolky Adawlat, according to the old establishment but with some little excess on account of the maintenance of prisoners Rs. 11,395/10/8

6th. Khelauts to these Judges on their investiture Rs. 655/-

7th. Allowance to Raja's Mutsuddies at 1,094 per month (less than last year) Rs. 13,128/-

8th. Moolky treasury contingencies for peons (about the same as last year) Rs. 714/4/6

9th. Contingencies for Raja's Cutcherry stationary Rs. 528/1/6

10th. Repairing roads in the vicinity of Benares Rs. 980/-

Ditto a house opposite to Madhoo Doss belonging either to the Raja or Government Rs. 196/3/6

Total Remains 1,176/3/6

11th Extra peons (less than last year) Rs. 1,162/-

Muzcorry do- (more) Rs. 604/8/3

Total peons (less than last year) Rs. 1,756/8/3

12th. Horsemen in all being for Goor Buksh Sowars establishment as advised in letter in the 26th of April (1790) which will for 1198 be within a thousand Rupees. Rs. 1,680/-

13th. Goomaun Singh entertained and found necessary as a Cutcherry Jemadar to assist in sundries from Jeyte to Bhadoon 5 months at 20 Rs. per month Rs. 100/-.

14th. The mother of Lukhen Singh at 100 Rs. per month from Maug to Bhadoon Rs. 800/-.

15th. Repairs to the rampart at Mirzapoor and clearing the ditch, as per Board's, order of the 16th of April, 1790 Rs. 951/3/-.

16th. Stones for land marks between Benares and the Vizeer's country as advised in letter of the 26th April, 1790 Rs. 231/5/-.

17th. Travelling charges allowed to Goomaun Singh, when deputed to Singrowlee. Rs. 65/-

18th. Dawk charges between Benares and the Resident, and his Assistants whilst on the circuit for the purposes of the settlement Rs. 854/-.

19th. By expenses incurred in investigating into the reality of some mines erroneously supposed to be of diamonds. Rs. 96/15/6.

20th. By two years, arrears paid to Sheopersaud the Treasurer of the Moolky treasury as per order of the Governor General in Council of the 8th of October, 1790 Rs. 1,200/-

21st. By charges for paper and additional stationery, for preparing the new deed of the permanent settlement as per letter of the Sub-Secretary under date the 16th, December 1789 Rs. 813/13/3.

22nd. By extra charges incurred in the Custom House Department, under the authority of the letter last quoted, to Omrow Singh for preparing the old accounts Rs. 1,500/-.

To the several custom masters (excepting Benares proper) in reward for their having during this year, been very successful in their collections. Rs. 2,280/-

To an additional Mohrir employed in the Resident's Custom House Registry also under the authority last quoted Rs. 90/- Rs. 3,870/-

23rd. By Muafydars or persons receiving allowances now transferred from the Mofussil to the Sudder Rs. 1,125/7/6

Total 99,308/14/-

24th. Gowershahee Batta (less than last year Rs. 40,825/14/6.

Total Disbursements and Batt a Rs. 1,40,134/12/6.

Which, added to the amount paid as above stated into the Company's treasury makes Rs. 40,14,072/5/ leaving a surplus of account in the Moolky treasury of Rupees 21,862/5/- from which is to be further deducted the sum of Rupees 17,702/8/6 on account of the loss or deficiency arising from the abolition of the Chunam Mehal, and the ultimate surplus of Rs. 4,159/12/6 will remain at the disposal of Government.

135. On this account, I shall only observe with regard to the Dr. side of it, that it has afforded me the most heart-felt satisfaction to have been able to see such an increase as concerned therein, both which stand as underneath.

1st. Collections from the country for	1197	Rs. 39,77,406/3/-
Ditto Ditto Ditto	1196	Rs. 38,76,104/9/6
or of 1197		Rs. 1,01,301/9/6

Inclusive of the Chunam Mehal abolished during the course of the last year.

2nd. Paid to the Company in 1197 Fussily, exclusive of the surplus waiting their orders Rs. 38,73,937/8/6.

Do Do in 1196 including the small surplus of that year, as per letter of the 26th of April 1790.	Rs. 37,88,855/6/6.
Excess in favour of 1197	Rs. 85,082/2/-

136 Which is rather more than my letter of the 26th of April 1789 gave room to hope for, because I did not then flatter myself that the country would only require one year of diminution in the Company's Jumma, to restore it to its usual capability.

137. The expenses of the Sudder Cutcherry consisting of the Sudder charges of collections judicial, and other establishments (as already explained in the letter of the 12th of September 1788) have, on the whole, exceeded those of last year in the aggregate of Rs. 12,059/11/- of which the principal part, consisting of a necessary addition to the Moolky Adawlat establishment, from the great increase of business that has taken place in that court, and in the rewards and additions to the salaries of the Custom Master for their good services, as authorized, by your Lordship's orders of the 16th December 1789 and 16th of April 1790. I am persuaded your Lordship will accordingly finally sanction these disbursements but as far as regards the Department of the Customs since the settled establishment and charges thereof do not appear in the Moolky treasury account but are deducted by each collector from his own receipts and thus constitute an entire separate head from the land or Mal part of the revenue, I submit (No. 15) a separate account of this distinct establishment, shewing how much and in what instances the charges thereof have augmented, since I originally fixed them in March 1788.

138. There being one charge, in the present Moolky account to which your Lordship may object, vizt. the allowance of 100 Rupees per month to the mother of Lakhen Singh, I can only plead in answer to the intimation contained in the Sub-Secretary's letter of the 26th of June last, on this subject that the said widow, seems as one of the Raja's family entitled to a subsistence which is now denied her. I really cannot express how much she will distress me besides, perhaps closing the scene by taking poison, and thus making her exit like a Benares heroine in the manner of her country. As far therefore as my request has weight with Government, I entreat them to grant a reconsideration to my letter of the 15th of May 1790, and in view to the particular circumstances of this case, to save me from the persecution I must endure by the resumption of this Widow's allowance.

139. For the next year, or 1198 there are ample funds for the revenue in the settlement which will I have no doubt, be under proper management, duly realized (as far at least as concerns the amount payable into the treasury) as easily as was the case for 1197, altho there be an increase of nearly a lac of Rupees to be raised from the land revenue and altho the last rainy season hath not been nearly so favourable for the crops, as was that of the preceding year. Since in this last, we have in various districts had first too much, and then too little rain, an unseasonableness that has certainly occasioned considerable mischief, more especially in the districts of Nurwan and some others which I need not here for the present, at least be more particular about, than generally to remark that such accidental variations of the season must when, as in the present instance unfavourable, prove unpropitious to the introduction and establishment of permanent money settlements in those districts, such as Nurwan, Kurundeh, Chowsah, and some few others, denominated Betay Mehals, where the natives had been long in the habit of paying not by fixed money settlement, but either more or less, according to the extent and quantity of their harvest produce.

140. Nor can I flatter myself that the Customs will be in 1198 so productive as they were 1197, as well, because they seem already proportionally to decrease in their monthly aggregates as because the year 1197 had an intercalary month in it. On the whole, therefore, I shall not take their whole produce for 1198 at above 4,25,000 when allowing the Company's revenue to stand at the same amount as it did lastyear, and the charges of the Sudder Cutcherry to be (exclusive of Gowershahee Batta) about 94,000 Rs. there will still be a surplus unappropriated at the end of Bhadoon next, to the amount of 60,000 Rs. and upwards, in view to which and to the Raja's being already provided for I have in pursuance of the instructions and what I believe to be the intentions of Government as expressed or intimated in the orders passed under date the 17th of June, in my letter of the 26th of April 1789, issued directions to the several Judges to make out lists of these helpless objects, who lost their

pensions by the abolition of the interior duties in 1788, meaning (under your Lordships sanction to restore such pensions to those, who may from sex, age, or infirmity, be truly objects of charity, all which expense cannot at the very utmost (for the lists are not yet all complete) exceed 15,000 Rs. so that an unappropriated surplus of about fifty thousand will still remain, by the judicious application of which, much good might be done to the country, and some honour added to our name and national charactor at Benares the means of which I am most ready to submit, if the Board think proper.

141. Meanwhile, I have further to mention, that, if the settlement, succeed and improve according to the plan of it (as I flatter myself it will in general) tho' that this will prove the case through all its parts is with regard to the proposed increase very minute what some grounds already intimated in the 14th 57th and 139 paragraphs of this address relative to Nurwan and must shew that I cannot be entirely confident and certain of, these surplus funds will also considerably augment in this and the following years, to the amount on the whole, of Rs. 2,62,908/3/- which will raise the Mofussil land or Mal Jumma to its highest proposed total of Rs. 45,22,177/13/9 as per abstract of the whole, in the voucher (No. 16).

142. The whole of this aggregate is calculated to be assessed from the produce of the ground, and of the husbandry except the small annual sum of Rs. 17,713/10/9 as per account particulars, in the voucher (No. 17) arising from the articles undermentioned, which had almost slipped my memory to enumerate.

1st. Ghur Dewary or a tax levied on shop keepers or dealers of various denominations, supposed to be in lieu of the ground rent for their houses and shops.	Rs. 9,590/4/6.
2nd. Abkary or Do—on distillers and sellers of spirituous liquors.	,, 6,618/11-
3rd. Kurghy or do on weavers	,, 1,403/3/3
Total	17,612/2/9
4th Sundries in Bhugwant and Chowrassy as per particulars in the voucher (No. 17) in all	101/8/-
Total	17,713/10/9

143. The first article of Ghur Dewary, I have already explained in my former addresses, and particularly in that under date the 26th of April 1790, and I have the pleasure to add that, should the Board disapprove of the continuance thereof, or of any of the preceding articles composing the above aggregate of Rs. 17,713/10/9 no inconveniency or confusion in the accounts will thence occur as these heads are now all separated from the village Zemindars and farmers rentals and collected solely by the Amil on many articles, so that they may at time with ease struck out of the rental, either altogether or in whatever proportions may be thought proper. The Ghur Dewary here brought to account, does not of course, include that of Lucknesser and should the article be on general principles given up, it may be necessary, for the reasons already specified to admit of some modification for it or to grant a remission for its amount in the particular district.

144. Whatever your Lordship in Council may think of these taxes on shop keepers and weavers I recommend that the one on distillers of spirituous liquors, be on all accounts continued, as some check at least to a vice which is most lamentably general among the lower classes of the natives, and which stands much in need of correction.

145. A principal object that has occasioned my attention since the beginning of the present year 1198 Fussily (which is the second of the existing settlement) has been to encourage the idea of its permanency by publications and assurances made at the season for the cultivation, that no innovations would be sought for therein, but that it is the entire wish of Government to maintain it, as far as possible, unaltered and unimpaired, and particularly that no addition of Jumma, further than is specified in the Pattahs, should be asked or taken from any of those, who hold them or who shall succeed to their rights for in such a multitude of small tenures some successions and alterations in the names of the Pattah holders, must in the nature of things be expected to take place, besides which these parts of the country, which still remain cutcha may be gradually reduced by Pattahs into fixed money settlements, though this will not, I am persuaded, otherwise affect the general settlement than probably by increasing it to the future advantage of the Raja for the revenue payable to the Company is already sufficiently secured.

146. My attention has also been lately applied towards causing the village Zemindars and farmers and the Amils, where the lands are cucha, to grant Pattahs in a regular form to their Ryots, specifying accurately the rates they are to pay which may I hope become regularly prevalent throughout the country, to the greater security of these cultivators of the soil, in whose favour I have also ordered to be abolished a burthensome custom, which was very

prevalent in the village Zemindars taking the Ryots' ploughs and cattle to till those land holders own particular fields, which services, without due payment I have prohibited in the manner which will be found specified in the proceedings marked in the margin.

3987
11.2.71
Lucknow

सह सम्पादक
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लखनऊ

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